

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

NEWELL RUBBERMAID, INC. and)
GRACO CHILDREN'S PRODUCTS,)
INC.,)
)
Plaintiffs,) CASE NO.
) 12-CV-3262
vs.)
) DEPOSITION OF
FLEXFLO USA, INC.,) REBECCA JANET
) QUIGGLE
Defendant.)
)
-----)
)
FLEXFLO USA, INC.)
)
Counter-claimant,)
)
vs.)
)
NEWELL RUBBERMAID, INC. and)
GRACO CHILDREN'S PRODUCTS,)
INC.)
)
Counter-defendants.)

The discovery deposition of REBECCA JANET
QUIGGLE taken by the defendant before Patricia
Nunes Kotarba, Certified Shorthand Reporter,
Registered Professional Reporter, at 9:27 a.m., on
September 4, 2013, at Newell Rubbermaid, Inc., 29
E. Stephenson Street, Freeport, Illinois.

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1 A P P E A R A N C E S

2 ERIC L. BARNUM, Attorney at Law,
3 (Schiff Hardin, LLP), One Atlantic Center, Suite
4 2300, 1201 West Peachtree Street, Atlanta, Georgia,
5 appearing for the plaintiffs.

6 ALAN BRYCE GROSSMAN, Attorney at Law,
7 (Law Offices of Alan Bryce Grossman, P.A.), 10620
8 Griffin Road, Suite 201 , Cooper City, Florida,
9 appearing for the defendant.

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1 REBECCA JANET QUIGGLE,
2 having been first duly sworn, was examined and
3 testified as follows:

4 EXAMINATION

5 BY MR. GROSSMAN:

6 Q. Good morning. Would you please state your
7 full name for the record?

8 A. Rebecca Janet Quiggle.

9 Q. Good morning, Ms. Quiggle.

10 A. Good morning.

11 Q. My name is Alan Grossman. I am here
12 representing Flexflo, USA, Inc. in the case of
13 Newell Rubbermaid, Inc. and Graco Children's
14 Products, Inc. versus Flexflo USA, Inc., which is
15 in the United States District Court for the
16 Northern District of Georgia in the Atlanta
17 District under Case No. 12-CV-3262.

18 And my first question for you is what is
19 your residence address?

20 A. 104 North Green Avenue, Freeport, Illinois,
21 61032.

22 Q. Okay. Ms. Quiggle, have you had your
23 deposition taken before for any occasion?

24 A. No.

1 Q. Okay. So what I'm going to do is give you
2 a brief introduction into the process here and then
3 we will endeavor to pursue it in terms of the
4 information that I will be requesting of you.

5 So this process is simply where I have the
6 opportunity to ask you questions regarding the case
7 that I described to you. And your job is to answer
8 them to the best of your ability. It's not a
9 tricky process. I don't intend to trick, I don't
10 intend to do anything but hopefully get the
11 information that's inside your head as much as I
12 can. So I ask you the question and you provide an
13 answer.

14 If at any time the question is unclear,
15 which happens, just let me know. This is not --
16 there is no particular formality to it. You just
17 say that you don't really understand it, can you
18 rephrase it or whatever, and I will be happy to do
19 that.

20 If at any time you want to take a break,
21 and we do take breaks on occasion, that's fine.
22 Just let me know. If you have some emergency that
23 somehow pops up in your head or by cell phone, of
24 course let me know. We can discuss that as well.

1 When I ask the question, I am entitled to
2 your best answer. If you know the answer, you
3 provide it to me verbally. The court reporter is
4 here to take down what we're saying today, so that
5 requires verbal or oral responses. Shaking the
6 head, shrugging of the shoulders, hand gestures
7 can't be taken down, and we will, if they happen,
8 we may actually describe them. So preferably just
9 provide verbal, oral responses and then we have a
10 clean record.

11 There may be occasion that Mr. Barnum, the
12 attorney -- your attorney today sitting to your
13 left will interpose an objection that he will state
14 for the record. That objection primarily will be
15 between me and him and the judge, if necessary.
16 The question will still be answered by you unless
17 Mr. Barnum instructs you not to answer it. And if
18 he does so, I think it will be clear to you that
19 you will be told not to answer the question.

20 When I ask the question, you provide an
21 answer. If you don't know the answer but you have
22 a reasonable estimate, I'm entitled to that as
23 well. If you have sort of maybe a vague memory,
24 not entirely certain, I'm still entitled to what

1 information you can provide. You do not
2 necessarily have to guess. If you don't know and
3 you don't have an estimate or some kind of
4 reasonable response, guessing is really not the
5 best way to respond. And it really doesn't help
6 the process very much either. So -- but do your
7 best to understand what I'm asking and provide your
8 best answer.

9 You did take an oath just now of course.

10 A. Yes, I did.

11 Q. You do understand the nature of an oath;
12 correct?

13 A. Yes, I do.

14 Q. Okay. Just, if you would, tell me what is
15 your understanding of the oath that you just took?

16 A. That I am to tell the truth and answer
17 questions to my best knowledge.

18 Q. Okay, very good. Perfect. Thank you.

19 Okay. So we'll get started. You're here
20 today at my request on behalf of Flexflo USA
21 through Mr. Barnum's office. And you are here
22 voluntarily; correct?

23 A. Correct.

24 Q. We didn't serve a subpoena on you or in any

1 way force you to come?

2 A. No.

3 Q. Okay. In preparation for today's
4 deposition did you review any documentation that is
5 in any way related to the current case?

6 A. Yes, I did.

7 Q. What did you review?

8 A. I reviewed, what are those things called
9 right there in front of you?

10 Q. Depends on what you are referring to.

11 A. It's a notice of disposition of Sue
12 Pfeiffer and of Gary Popp. I read over those. And
13 I also read over some past e-mails.

14 Q. Okay. Let me offer one correction that I
15 believe -- you probably didn't review the notice,
16 but an affidavit?

17 A. Oh, I'm sorry, that's exactly what it was.

18 Q. Because I know we didn't do a notice for
19 Ms. Pfeiffer.

20 A. Right.

21 Q. Okay. So your testimony is corrected then,
22 that you reviewed two affidavits.

23 A. Two affidavits.

24 Q. Of Mr. Popp and Ms. Pfeiffer?

1 A. Yes.

2 Q. Okay. And some e-mails. Do you recall the
3 e-mails that you reviewed?

4 A. Well, yes.

5 Q. About how many do you recall reviewing?

6 Your best estimate again.

7 A. Maybe three, four.

8 Q. What do you recall of the contents of those
9 e-mails?

10 A. That there was a request for extended
11 terms.

12 Q. Okay.

13 A. Okay. And there was also some e-mails
14 where it was made clear that we were not going to
15 get paid in the near future.

16 Q. Okay. So about two or three. Those
17 e-mails were sent about what time frame, if you can
18 know?

19 A. I believe about October of 2011.

20 Q. 2011 October? Okay. Very good. In
21 preparation for this deposition did you discuss
22 your deposition or your expected answers with
23 anyone except for Mr. Barnum and anyone in his
24 firm, as well as anyone within the legal department

1 of Newell Rubbermaid? So that leaves people like
2 Mr. Popp, Ms. Pfeiffer, anybody within your
3 department perhaps? Anybody else?

4 A. Actually, no.

5 Q. Okay. Thank you. How long have you
6 resided at your current address?

7 A. Seventeen years.

8 Q. Okay. Where did you reside before that?

9 A. Rural Route 2, Freeport, Illinois.

10 Q. Okay. So you're a Freeport girl?

11 A. For the most part.

12 Q. For the most part, okay. Would you just
13 simply summarize your education starting with the
14 end of high school?

15 A. Okay. Graduated from high school. I went
16 to Northern Illinois University studying chemistry
17 for three years. Got married, had a kid. Then I
18 went to culinary arts school and I taught for Rock
19 Valley College in culinary arts -- home economics
20 department. And at the same time I also worked in
21 the field of trading precious metals and chemicals.
22 And at the same time started actually my career in
23 credit.

24 Now, I've taken a lot of various classes in

1 and courses through Columbia, Highland, Rock
2 Valley. So --

3 Q. Columbia, Highland and Rock Valley, what
4 are those?

5 A. Columbia College.

6 Q. Okay.

7 A. Rock Valley College in Rockford, and
8 Highland Community College here. And I've also
9 taken extensive classes with Dun & Bradstreet --
10 I'm sorry, yeah, Dun & Bradstreet, and credit --
11 different credit associations.

12 Q. Okay. Did you earn a degree of any kind
13 after high school?

14 A. Yes.

15 Q. What degree is that?

16 A. That would be in culinary arts.

17 Q. Culinary arts, okay. Any other degrees?

18 A. Not degrees. I'm certified in several
19 things.

20 Q. Certified in what?

21 A. I'm certified in arbitration negotiation
22 and mediation. I'm a certified manager. I'm a
23 certified international credit professional.

24 Q. Okay. So let's take those one at a time.

1 Arbitration mediation?

2 A. Mediation and negotiation.

3 Q. And when did you obtain that certification?

4 And I don't need exact dates by any means.

5 A. Okay. About 2003, 2004.

6 Q. Okay. Why did you get that certification?

7 A. I like to study and it intrigued me.

8 Q. Okay. Does that certification entitle you
9 to do things as an arbitrator, mediator, negotiator
10 that someone without that certification could not
11 do?

12 A. Yes.

13 Q. What is that?

14 A. It allows me to either negotiate contracts,
15 whatever, mediate or arbitrate -- arbitration. I
16 actually have used it in mediation.

17 Q. Okay. Let's talk about that.

18 A. Sure.

19 Q. You have been -- you have served as a
20 mediator?

21 A. Yes.

22 Q. How many times?

23 A. Five.

24 Q. Okay. And in what types of matters were

1 you the mediator for?

2 A. I mediated gangs.

3 Q. Gangs?

4 A. Um-hum.

5 Q. Where?

6 A. Scott County, Iowa.

7 Q. Okay. What were -- what were the issues
8 that were being resolved?

9 A. Actually probably the most lengthy was
10 against a gang, okay, members of a gang and a
11 landlord.

12 Q. And other than gangs, is there any other
13 types of mediation or arbitration?

14 A. Not on that level, no.

15 Q. Okay. The one thing I'm not real clear on
16 is when you say you can negotiate?

17 A. Contracts.

18 Q. For anybody or --

19 A. Well, it would depend -- no.

20 Q. Okay. Can you explain that a little bit
21 for me?

22 A. I served on county board.

23 Q. Okay.

24 A. Negotiating contracts with unions.

1 Q. Oh, I see, okay. I understand. All right.

2 Very good. You had a second certification. I
3 didn't catch all three. What was the second one?

4 A. It was credit -- I'm sorry, certified
5 manager.

6 Q. And --

7 A. Just as managerial skills.

8 Q. Okay. When did you obtain that
9 certification?

10 A. 2000, 2001.

11 Q. And what does that provide to you as
12 compared to someone who doesn't have that
13 certification?

14 A. I get initials behind my name.

15 Q. Oh. Looks good on the paper; right? Has
16 that been, in your view, an asset in your career?

17 A. No.

18 Q. No, not at all?

19 A. No.

20 Q. Has it been useful to you in any way?

21 A. I mean obviously there is things that you
22 pick up in any class that you use.

23 Q. Okay. And the third one was?

24 A. International credit professional.

1 Q. Okay. Tell me about that.

2 A. It's a class that I took through a credit
3 organization. It's very, very lengthy. Tested.
4 And it literally walks you through the aspects that
5 you are going to run into in working with
6 international credit. Your policies, your laws,
7 different -- what am I trying to say --
8 documentation that are required.

9 Q. Okay. And when did you obtain this
10 certification?

11 A. Probably 2004, 2005.

12 Q. Okay. And was that required for your
13 employment?

14 A. No, it was not.

15 Q. It was just something you chose to do as
16 well?

17 A. Yes.

18 Q. You enjoy classes and studying?

19 A. I do.

20 Q. Good for you. Let's talk about your
21 employment. That's a good segue. I take a segue
22 when I can get one. You are currently employed?

23 A. Yes, I am.

24 Q. And where?

1 A. Newell Rubbermaid in Freeport, Illinois.

2 Q. And what is your title at Newell
3 Rubbermaid?

4 A. Senior analyst.

5 Q. And what is the job description of a senior
6 analyst? Did I say that right? Senior analyst at
7 Newell Rubbermaid?

8 A. Actually right now I am working pretty much
9 on special projects.

10 Q. Can you be a little more specific on what
11 that means?

12 A. I have just finished a very huge project
13 with doing all documentations for direct imports
14 for one of our larger customers.

15 Q. Okay. Where is that customer located?

16 A. In New York.

17 Q. And the imports are from what location?

18 A. China.

19 Q. China specifically, okay. How long did
20 that project take?

21 A. About six weeks.

22 Q. Okay. And is that the only thing you
23 worked on during the six weeks?

24 A. Pretty much. It was over a \$3 million

1 project.

2 Q. And is it finished?

3 A. I have finished and receiving payment.

4 Q. Congratulations.

5 A. Thank you.

6 Q. Prior to that did you have other types of
7 projects?

8 A. I work on collections.

9 Q. Okay.

10 A. And I have certain accounts. We have what
11 we call vendors. And I work on -- we sell to them,
12 they sell to us, keeping those clean.

13 Q. Okay. Do you have a specific, let's say
14 roster of vendors that you work for?

15 A. Yes, I do.

16 Q. Okay.

17 A. The other thing I work on is accounts that
18 do not pay. And before they are actually sent to
19 an outside collection agency I'll make one last
20 effort to get paid.

21 Q. Okay. So were you doing those two types of
22 activities while you were involved with this China
23 project, or did those get pushed back?

24 A. They kind of got pushed back a little bit,

1 SO --

2 Q. So the China project was more of a real
3 special thing?

4 A. Definitely. Yeah.

5 Q. It's not your typical work?

6 A. No.

7 Q. So your typical work would be more --

8 A. With the collections.

9 Q. -- collections? So when I asked if you had
10 a roster of accounts that you work from,
11 approximately how many are you responsible for?

12 A. Ones that are assigned specifically to me,
13 probably 15.

14 Q. Okay.

15 MR. BARNUM: I'm sorry. Was it 15 or 50?

16 THE WITNESS: Fifteen just assigned to me.

17 MR. BARNUM: Okay.

18 BY MR. GROSSMAN:

19 Q. And does that number change?

20 A. Yes.

21 Q. How frequently?

22 A. It can change daily or it might not change
23 for months.

24 Q. Okay. So it's just a matter of what each

1 particular account if they get resolved?

2 A. Um-hum.

3 Q. And describe for me what your job is with
4 regard to those accounts, those 15 or so that are
5 assigned to you.

6 A. Making sure that we get paid.

7 Q. Okay. Can you be a little more descriptive
8 of your duties?

9 A. I will send out spreadsheets.

10 Q. Okay.

11 A. I will send out invoices if they are
12 requested. I will contact the customers either by
13 e-mail or phone depending on where they are at.
14 And if there is anything that comes in that we do
15 not know where the money goes, I will be contacting
16 them to ask what do you want me to do with this?

17 Q. Okay. So you're employed by Newell
18 Rubbermaid?

19 A. Yes.

20 Q. And when did you start working there?

21 A. 1992 or '93.

22 Q. Okay. In this job that you were just
23 describing at Newell Rubbermaid, you're handling
24 however many accounts you have assigned to you,

1 Newell Rubbermaid, as I understand, has different
2 subsidiaries that it owns and one of which is
3 involved in this case, Graco Children's Products.
4 How many subsidiaries are you familiar with that
5 are owned by Newell Rubbermaid?

6 A. All of them.

7 Q. How many are there? And I don't need an
8 exact number.

9 A. I honestly, other than maybe -- eight. And
10 there is a lot more than that. I'm not completely
11 familiar with all of the foreign subsidiaries.

12 Q. Okay. And how many of those have been
13 assigned to you? What types of these subsidiaries
14 are you working on collecting?

15 A. All of them.

16 Q. All of them, okay. Can you identify some
17 of those for me?

18 A. Rubbermaid, Rubbermaid Commercial, Sanford,
19 Graco, Irwin, Lenox, Levolor. Up until recently,
20 Amerock, Shur-line. I'm probably forgetting a
21 whole bunch more. Those are the big ones.

22 Q. So you're involved in collecting payment
23 for Newell Rubbermaid resulting in sales of
24 products; is that accurate?

1 A. Yes, that is accurate.

2 Q. At what point does an account get to your
3 attention in the payment process of when products
4 are sold to customers? Do you understand my
5 question?

6 A. Yes, I do. And I'm going to answer that in
7 two separate ways.

8 Q. Please do.

9 A. Because my job is two separate things,
10 okay.

11 Q. Okay.

12 A. The first one being the accounts that I
13 have as vendors, okay, or special maintenance
14 accounts. I keep an eye on those every day. When
15 it goes past due one day, I know it. The other
16 accounts do not normally come to my desk until they
17 have been final demanded. And that means that they
18 are probably more than 90 days -- they would be
19 more than 90 days past due.

20 Q. Okay. Speaking of the vendors that you say
21 you handle special, I'm not clear on how you are
22 using the word vendors.

23 A. Okay. A vendor is we will sell raw
24 material to a vendor, they will make it into

1 something and sell it back.

2 Q. What types of raw material does Newell
3 Rubbermaid sell?

4 A. Ink, fill pens. Ink is probably the one I
5 know the best.

6 Q. Okay. And then the others you say -- when
7 you say final demanded, that means what?

8 A. That would be any account that Newell
9 Rubbermaid and its subsidiaries may have that has
10 not paid their bill, has gone 90 or more days past
11 due, and has been recommended by a collector that
12 they do not feel that it is a viable debt that can
13 be collected at their level.

14 Q. Okay. And how do you typically receive
15 these accounts?

16 A. Gary throws them on my desk.

17 Q. Okay. You referring to Mr. Popp? Gary
18 Popp?

19 A. Yeah.

20 Q. Okay. What does he actually provide to
21 you?

22 A. He will provide any documentation we have.
23 Statement of the account.

24 Q. Okay.

1 A. Okay. Any kind of notes that might be
2 helpful for me to know who to talk to.

3 Q. Okay. And what is the first thing you
4 typically would do with those accounts?

5 A. Well, first thing I would do is look them
6 up in the system just to see for myself that we are
7 not making any mistake.

8 Q. Okay.

9 A. And then I would initiate either an e-mail
10 or a phone call, depending on the location of the
11 customer.

12 Q. Is there any written policy that you are
13 following in your initial activity as to these
14 accounts?

15 A. Yes. Up to the final demand it's very well
16 documented what we do.

17 Q. Okay.

18 A. This is -- what I am doing is fairly new
19 within the last four or five years, okay, of going
20 one step further and talking to the customer one
21 last time.

22 Q. Okay.

23 A. Rather than losing money and placing it
24 with an outside agency.

1 Q. Okay. Do you have contact with any of
2 these customers prior to the time it's placed on
3 your desk?

4 A. I could have.

5 Q. Okay. For what reasons?

6 A. If I'm helping do collections I might pick
7 up someone else's work list. There would be a
8 possibility that I would make contact with a
9 customer then.

10 Q. I see. So let me -- let's narrow in on
11 Graco since that's obviously the subsidiary at
12 interest today. Graco, what types of products does
13 Graco sell?

14 A. Strollers, baby strollers, baby car seats.

15 Q. Okay. And are you involved in any way in
16 the sale of the product by Graco?

17 A. No.

18 Q. Okay. I guess I have to back up a little
19 bit. You are employed in what department at Newell
20 Rubbermaid?

21 A. The credit collections department at
22 corporate shared services.

23 Q. Okay. That's of course here in Freeport?

24 A. Correct.

1 Q. And your direct supervisor?

2 A. Is Gary Popp.

3 Q. Okay. How long has he been your
4 supervisor?

5 A. As long as I've been here.

6 Q. Okay. So after sales are made by Graco,
7 and your department has nothing to do with the
8 sales?

9 A. Correct.

10 Q. So is it accurate to say then in terms of
11 the prices that are established for the products,
12 your department has nothing to do with that either?

13 A. I don't know a thing about them.

14 Q. Does your department -- are you involved in
15 any way in the payment terms for the customer?

16 A. Not now, no.

17 Q. Okay. Were you at any time?

18 A. Many, many years ago, yes.

19 Q. Okay. How long ago are we talking about?

20 A. Oh, 2000 and -- probably before 2007.

21 2006, somewhere in there.

22 Q. So prior to the account coming to your
23 attention, it is, from my understanding, in the
24 hands of Mr. Popp?

1 A. Which account?

2 Q. Well, the ones that you are assigned to
3 from Mr. Popp. You say he puts them on your desk?

4 A. That -- okay, that would be the ones that
5 have reached their maximum time with not paying.

6 Q. Does Mr. Popp get involved in collection
7 activity prior to him handing the file to you?

8 MR. BARNUM: Objection. Calls for
9 speculation. If you know.

10 BY MR. GROSSMAN:

11 Q. If you know.

12 A. I don't know.

13 Q. Okay. Do you know what activities -- okay.
14 Generally speaking, do you know what activities are
15 involved prior to it coming to the collections
16 department, your department?

17 MR. BARNUM: Objection. Vague.

18 BY MR. GROSSMAN:

19 Q. I'm talking about in terms of the payment.
20 In other words, a Graco account is beyond the terms
21 of the contract, okay?

22 A. Okay.

23 Q. Which is, in our case, a 60-day payment
24 term from delivery. So after 60 days do you know

1 what activities or do you know who's handling any
2 particular account before it gets to you?

3 MR. BARNUM: Objection. Vague.

4 BY MR. GROSSMAN:

5 Q. You can answer the question.

6 A. I can answer it. I don't know.

7 Q. You don't know, okay. Can you give me a
8 description as to how your department is organized?

9 A. The collections department?

10 Q. Yes, please.

11 A. Okay. We have an outbound team which makes
12 all outbound calls. We have an inbound team which
13 makes all inbound calls, or takes all inbound
14 calls. I guess that's our part of the
15 collection -- credit collections.

16 Q. So which part are you?

17 A. Collections.

18 Q. Okay. I'm a little confused. You said
19 there is an outbound team?

20 A. And an inbound team.

21 Q. So which team are you on?

22 A. I would say I'm on an outbound team, okay.

23 Q. Let me make sure I'm understanding this.

24 An outbound team makes calls?

1 A. Going out.

2 Q. Okay.

3 A. An inbound team takes calls coming in.

4 Q. So how is that distinguished? Because
5 obviously if you are calling someone to speak to
6 them and you don't get anyone and leave a message,
7 they call you back. That's not what you're talking
8 about?

9 A. Yeah, that's exactly what I'm talking
10 about.

11 Q. Oh, it is? Really? Okay. Do customers
12 ever call on their own initiative?

13 A. They might.

14 Q. They might.

15 A. That goes to the inbound team. If the
16 phone rings and someone answers it, that's the
17 inbound team.

18 Q. I see. Okay. So what if it's a follow-up
19 to a phone call that you made?

20 A. It would go to the inbound team.

21 Q. Would they -- is there --

22 A. Unless it's one of my specific accounts.
23 Then it would come directly to me.

24 MR. BARNUM: Ms. Quiggle, make sure you

1 allow counsel to finish his question before you
2 answer it.

3 BY MR. GROSSMAN:

4 Q. That's okay. That's fine. Okay. So I
5 think you explained to me that you have some
6 specific accounts. The number is about 15. It
7 changes, I understand. Okay. Do you have other
8 accounts that you work on as well?

9 A. At times.

10 Q. At times. What are those times?

11 A. When I have time.

12 Q. But are they not -- are they your accounts?

13 A. No.

14 Q. They are someone else's accounts?

15 A. They are not assigned to any one specific
16 person.

17 Q. So what's the distinction within your
18 department as to when accounts are assigned and
19 when they are not assigned?

20 A. In my case I'm handling specific vendors.

21 Q. Okay.

22 A. Okay. Or accounts that have been final
23 demanded prior to being placed for collection.

24 Q. Okay. So --

1 A. I'm the only one who does that.

2 Q. You're the only one who does that. Okay.

3 How many other collectors are within your
4 department?

5 A. Nine I think.

6 Q. Okay. And can you tell me if that has
7 changed in the last two years?

8 A. I believe at one time there was 10.

9 Q. Okay. Somebody left?

10 A. Right.

11 Q. Who was that?

12 A. Anna Folgate left and was not replaced.

13 Q. Her name is not familiar to me so probably
14 not important. All right. So your direct
15 supervisor is Gary Popp; am I right?

16 A. Yes.

17 Q. Do you have subordinates that report
18 directly to you?

19 A. Not anymore, thank you.

20 Q. You did? Until when?

21 A. 2010.

22 Q. 2010?

23 A. Yes.

24 Q. Okay. Who were the people by name that

1 reported to you?

2 A. I had Kim Ruthe, Peggy Larson, Lee
3 Gorgeous, Millie -- Milagrose Sanchez, Cynthia
4 Lefever, Anna Folgate, Sheila Erb, Joanie Benson.

5 Did I say Kim Ruthe?

6 Q. Yes, you did.

7 A. Oh, okay. Melanie Cannon.

8 Q. What were their jobs when they were your
9 subordinates?

10 A. Calling people to collect money.

11 Q. Do you -- within the organizational
12 structure are there other individuals who have the
13 same, let's say ranking as you do? That's probably
14 not the right word. That report directly to Mr.
15 Popp?

16 A. No. And I need to correct something.

17 Q. Please do.

18 A. Okay. My direct supervisor is Deb Stenbeck
19 now. And that has changed within the last year.

20 Q. Approximately when?

21 A. About a year ago.

22 Q. Okay.

23 A. She became a manager and I went under her.

24 Q. Okay. Prior to that --

1 A. Mr. Popp.

2 Q. -- it was Mr. Popp?

3 A. Um-hum.

4 Q. So you're reporting to?

5 A. Deborah Stenbeck.

6 Q. Stenbeck. And she reports to Gary Popp?

7 A. Yes. I cannot tell you that she reports to
8 Mr. Popp. I do not know that.

9 Q. Okay.

10 A. She is a manager.

11 Q. I see. But before that you reported
12 directly to Mr. Popp?

13 A. Yes.

14 Q. Okay. Do you know if anyone else is
15 currently reporting directly to Mr. Popp?

16 A. I cannot tell you that.

17 Q. You don't know that?

18 A. Hum-um.

19 Q. Okay. Let's talk about the credit for
20 Graco's customers, okay? Do you have any knowledge
21 as to how the credit limits are established by
22 Newell Rubbermaid?

23 A. No, sir, I do not.

24 Q. That is not within your department?

1 A. It's not within my realm of expertise.

2 Q. I'm sorry?

3 A. Not within my realm of expertise.

4 Q. Do you have any knowledge though? Maybe
5 not an expert, but some knowledge?

6 A. I honestly can tell you structure now, I do
7 not know how those are set.

8 Q. Okay. Do you know who would be involved in
9 establishing credit limits?

10 A. Yes, I do.

11 Q. Who is that?

12 A. It would be Roxanne Berg's risk group.

13 Q. And that's composed of who?

14 A. I can tell you some of the people. I'm
15 sorry, I'm not familiar with all of them.

16 Q. Uh-huh.

17 A. Would you like?

18 Q. Please.

19 A. Ray Newcomer, Sue Pfeiffer. They just had
20 some changes. Melanie -- and I'm sorry, I don't
21 know her last name.

22 Q. Okay. In your work in collecting accounts,
23 do you have occasion to communicate with the risk
24 department?

1 A. On occasion.

2 Q. And for what types of reasons would you be
3 doing that?

4 A. If I get anything that is not something
5 that I'm responsible for or I have the authority
6 for, it would be passed on to the risk department.

7 Q. Okay. Let's discuss the authority that you
8 have. Is there a written policy regarding your
9 authority to settle accounts?

10 A. Yes.

11 Q. Okay. Where is that written?

12 A. We have a whole big book.

13 Q. Okay.

14 A. Policies and procedures.

15 Q. Has that been in existence for awhile?

16 A. Actually it's been fine tuned. I think it
17 probably was -- I can't say that, I don't know.
18 It's been fine tuned over the last five years.

19 Q. Okay. Do you know who was involved in fine
20 tuning the policies?

21 A. Not for sure.

22 Q. Okay. Did you review the policies at any
23 time?

24 A. Prior to or before? I mean before they

1 were made or after they were done? Have I read
2 them? Yes.

3 Q. Yeah. When?

4 A. Well, I would say I probably go through
5 them at least once a year.

6 Q. Do you refer to the written policies as
7 part of your day-to-day activities in your
8 collection activities?

9 A. I have been doing this for almost 20 years.

10 What do you think?

11 Q. Well, that's why I have to ask the
12 questions because what I think matters little.

13 A. Unless I have a specific doubt?

14 Q. Yes.

15 A. No.

16 Q. Okay. Fair enough. So the authority you
17 have to settle accounts, and I'm going to remain
18 general -- speaking generally for the moment. We
19 will get into the specifics of my client's account
20 not too late this morning. Is there a dollar
21 amount of authority you have or is there some other
22 way of describing it?

23 A. Okay. First of all, I think I need to
24 correct one of the words you are using.

1 Q. Please do.

2 A. Okay. You're saying settle an account.

3 Q. Okay.

4 A. I do not settle them, I collect them.

5 Q. You collect accounts, okay.

6 A. Which is very much different than settling.

7 Q. Well, explain the distinction as you
8 understand it.

9 A. I will not settle an account as you only
10 have to pay this much.

11 Q. Oh, I understand, okay.

12 A. I may tell them I will take a payment of
13 until the account is paid in full.

14 Q. So if there is a specific amount due from a
15 customer?

16 A. That's what I'm going to get paid.

17 Q. Your job is to collect that money?

18 A. Exactly right.

19 Q. But you're willing to work out perhaps
20 payment arrangements?

21 A. If it's at all possible.

22 Q. Okay. But you do not -- as I understand
23 your testimony, you do not settle, meaning you
24 don't accept less than the full balance due?

1 A. No, sir, I do not.

2 Q. Okay. Does that include -- if there is a
3 balance due that is slow to being paid by a
4 customer, is it the policy of Newell Rubbermaid to
5 add interest to the amount due?

6 A. Not as far as I know.

7 Q. Okay. And you don't require an interest
8 factor in your calculation?

9 A. I have never added an interest.

10 Q. Okay. Thank you. When customers are
11 paying -- and we can still focus on Graco to the
12 extent that it makes a difference in your mind. A
13 customer is paying for products that are purchased
14 from Graco, not a late payment, just a regular
15 payment, does you or your department have any
16 involvement in the collection of that payment --
17 receipt of that payment, I should say? Do you
18 understand my question?

19 A. No, I don't.

20 Q. In the normal course of business the
21 products are sold to the customer, invoices are
22 generated, and the customer then at some point
23 hopefully pays?

24 A. Oh, okay.

1 Q. I'm asking about the receipt of those
2 payments. Not late payments or anything like that,
3 just regular payments.

4 A. No.

5 Q. How is that -- how are those payments
6 handled?

7 A. They are mailed in to a lockbox. They are
8 wired in to an ACH by ACH. That's pretty much the
9 way it goes.

10 Q. What -- if you know, what department
11 handles just processing those payments?

12 A. Well, accounts receivable. But the checks
13 go to a lockbox at the bank and they are processed
14 there.

15 Q. Oh, the bank processes them and then the
16 accounts receivable makes sure they are accounted
17 properly and all that kind of stuff?

18 A. Right.

19 Q. You're not involved in any of that?

20 A. Not at all.

21 Q. I understand. Okay. As far as the
22 creation of invoices for the products that are sold
23 through Newell Rubbermaid or its subsidiaries, are
24 you involved in that process at all?

1 A. No.

2 Q. Not within your department?

3 A. No, sir.

4 Q. Okay. We are going to shift gears a little
5 bit here and discuss my client, Flexflo, USA, Inc.

6 Are you familiar with Flexflo, USA?

7 A. Yes, I am.

8 Q. Okay. Tell me your understanding of the
9 business of Flexflo, USA?

10 A. My understanding is that we would sell them
11 product and it would ship within I guess called
12 drop ship directly into Venezuela.

13 Q. Drop ship means what?

14 A. We would ship it to Venezuela.

15 Q. Okay. You defined it for me.

16 A. Yeah. We wouldn't send it to a warehouse
17 here that's Flexflo's or whatever. We would
18 directly ship.

19 Q. And who at Flexflo -- have you dealt with
20 Flexflo, USA?

21 A. Yes.

22 Q. Okay. Who have you dealt with?

23 A. Caty, Miguel, Roxanne, and Rose -- I can't
24 say her name. Rosanna.

1 Q. I think her name is Rosario -- Rosaria I
2 should say. I apologize.

3 A. Okay.

4 Q. You mentioned Miguel. That's Miguel Tawid;
5 correct?

6 A. Correct.

7 Q. And you have had some contact with Mr.
8 Tawid as we are going to explore?

9 A. Right.

10 Q. Do you recall the first time you met Mr.
11 Tawid?

12 A. Yeah, I do. It was when Newell did the
13 Rubbermaid acquisition of which Graco was part of.
14 And Mr. Popp and I flew out to Elverson,
15 Pennsylvania and sat down and met with a lot of the
16 customers or distributors --

17 Q. Okay.

18 A. -- that were there. We did that with all
19 of the acquisitions.

20 Q. And it's at that time you met Mr. Tawid?

21 A. Yes.

22 Q. Do you recall the meeting specifically?

23 A. I remember meeting with him. I could not
24 tell you verbatim what was talked about other than

1 our normal would just be explain to them how Newell
2 works as far as, you know, this is what we expect,
3 this is when we expect to be paid, this is what we
4 need from you, this is what you can expect from us.

5 Q. Okay. Do you recall when that meeting
6 occurred?

7 A. No, I don't.

8 Q. Okay. Nobody seems to know. And that was
9 an in person meeting face to face?

10 A. Yes, it was.

11 Q. And Mr. Popp was present as well?

12 A. Yes, he was.

13 Q. Did Mr. Tawid have anyone with him at the
14 time?

15 A. I can't answer that. I honestly don't
16 know.

17 Q. You don't remember? Okay, that's fine.
18 Have you met Mr. Tawid in person anytime after that
19 meeting?

20 A. He -- when I used to -- I don't like the
21 way this sounds -- work the shows.

22 MR. BARNUM: We'll take it in its note
23 style.

24 THE WITNESS: Please do. Because they

1 weren't that much fine.

2 BY MR. GROSSMAN:

3 Q. What kind of shows?

4 A. It would be, you know, he and his wife and
5 other members of his team, for lack of a better
6 word, would meet and come to the booth. We would
7 talk occasionally. I think it was the toy show in
8 New York we were invited out to dinner quite often.
9 If any of our customers were going out to dinner I
10 would be invited along, usually with sales people.

11 Q. Okay. All right. About how many times do
12 you recall being in Mr. Tawid's presence?

13 A. Maybe three or four.

14 Q. Okay. I'd like to try to establish at
15 least a general time frame.

16 A. Okay.

17 Q. No, no, no, not the shows.

18 A. Oh, okay.

19 Q. Of the beginning of this first meeting.
20 Just so we can establish the length of time that
21 you've known Mr. Tawid.

22 A. Oh, okay.

23 Q. I'm going to -- I hate to suggest an answer
24 because Mr. Barnum may just object to it. But I'm

1 going to suggest it's somewhere around 1999, 2000
2 into 2001. Does that help your recollection at all
3 as to when that first meeting occurred?

4 A. The only way I have of putting it into
5 perspective is I believe the acquisition was 1999
6 to 2000 for Rubbermaid, which means that Graco
7 would have come along with it.

8 Q. Okay. So the acquisition of -- okay.

9 A. Rubbermaid.

10 Q. Rubbermaid, which included Graco. Okay.
11 Now, this is something new for me. I need to
12 explore this with you a little bit if you don't
13 mind. Newell and Rubbermaid were not the same
14 company prior to that?

15 A. Correct.

16 Q. Oh, okay. You were employed by one of them
17 at the time?

18 A. Yes, I was.

19 Q. Which one?

20 A. Newell.

21 Q. And what was the -- what was Newell's
22 business prior to its acquiring Rubbermaid?

23 A. We had Newell Window Furnishings.

24 Q. I'm sorry?

1 A. Newell Window Furnishings.

2 Q. Window Furnishings, okay.

3 A. And we also at that time owned Amerock
4 Hardware and Anchor Hocking.

5 Q. Okay.

6 A. Over the years I can't go -- I can't even
7 remember how many companies that Newell has
8 purchased.

9 Q. Okay, that's fine. So when I asked your
10 employment began and you told me it was in the
11 '90's, I didn't write it down. Doesn't matter that
12 much. That was with Newell?

13 A. Yes, it was.

14 Q. And it just continued on and acquired
15 Rubbermaid and we go from there?

16 A. Um-hum.

17 Q. Okay. So when Rubbermaid was acquired by
18 Newell, it was already the parent company for
19 Graco; is that your understanding?

20 A. That's my understanding.

21 Q. Okay. So is Newell the parent company of
22 Rubbermaid, if you know?

23 A. You're going to have to ask the attorneys
24 how that works.

1 Q. Okay. So you're not really clear?

2 A. I -- I know that we acquired Rubbermaid and
3 its subsidiaries or some of its subsidiaries.

4 Other than that, I can't tell you how it goes.

5 Q. I understand, okay. Well, I don't
6 understand, but I understand your lack of clarity
7 is fine. I've just been seeing the name Newell
8 Rubbermaid as a conjunction I suppose from the very
9 beginning. I wasn't clear at all that it was
10 separate. Newell began as a company approximately
11 when, if you know? You can even estimate by
12 decade.

13 A. I should know this. I remember the 75th
14 anniversary, but I can't even remember what day it
15 was, so I can't tell you.

16 Q. Okay. So it's been a long time?

17 A. A long time.

18 Q. That's good enough for me. Okay. Let's
19 move on then. Are you familiar with the contract
20 that Graco entered into with Flexflo?

21 A. No, I am not.

22 Q. Okay. Have you ever seen it?

23 A. No, I have not.

24 Q. Are you familiar with the payment terms

1 that are part of those contracts?

2 A. As part of --

3 MR. BARNUM: Objection. Calls for
4 speculation. Lacks foundation.

5 BY MR. GROSSMAN:

6 Q. I'm sorry? Your answer, please?

7 A. No.

8 Q. You don't know. Okay. When -- to clarify
9 one point for me, when an account would come to
10 your attention for collection, if I understand your
11 testimony, it would have to be 90 days late?

12 A. No, that's not right.

13 Q. Okay. That's why, if you don't mind
14 clarifying for me, when would these accounts first
15 come to your attention?

16 A. They could come to my attention when they
17 are one day past due.

18 Q. I see.

19 A. But in order for it to have a final demand,
20 it would have to go 90 days past due. That's two
21 different things.

22 Q. Can you explain, please?

23 A. Okay. You don't pay your bill to Visa and
24 you are one day past due, okay? They will know it,

1 they might not say anything to you.

2 Q. Okay, right.

3 A. But if you don't pay it for 90 days, they
4 are going to say something to you and probably cut
5 off your credit.

6 Q. I see. So your part of the collection
7 process doesn't start until that 90 days after the
8 due date? Is that correct?

9 MR. BARNUM: Objection. States facts not
10 in evidence. Misstates the witness' testimony.

11 MR. GROSSMAN: I'm sorry.

12 MR. BARNUM: And counsel, because she has
13 already testified, and I want to make sure that I
14 understand how she has testified, my understanding
15 is that she had two types of accounts. Upon your
16 questioning of how accounts came to her attention,
17 she testified that she had a special maintenance
18 account that she monitors every day, and then she
19 also testified that she had accounts come to her
20 when they are 90 days past due, and those accounts
21 have been designated final demand. So which of
22 those are you referring to?

23 MR. GROSSMAN: I don't know actually. Let
24 me gather my thoughts.

1 BY MR. GROSSMAN:

2 Q. Let's talk about Flexflo. Flexflo at some
3 point did come to your attention; correct?

4 A. Correct.

5 Q. Okay. Do you have a recollection as to why
6 it came to your attention initially?

7 A. Because they were past due.

8 Q. Do you remember when that occurred?

9 A. I can tell you that over the years Flexflo
10 has come to my attention many times.

11 Q. Okay.

12 A. For being late on payments.

13 Q. Okay.

14 A. For credit cards not going through.

15 Q. Do you have a -- your best estimate as to
16 how many times?

17 A. No, I'm sorry. I deal with hundreds of
18 accounts sometimes and I don't keep track of who
19 does what.

20 Q. But you recall --

21 A. But it was somewhat chronic.

22 Q. I'm sorry?

23 A. It was somewhat chronic or I wouldn't
24 remember that it happened.

1 Q. I see. Now, we've established that the
2 relationship with Flexflo began with, at least for
3 your purposes, when Newell acquired Rubbermaid and
4 you first met Mr. Tawid, they were at that point
5 already a customer of Graco?

6 A. Correct.

7 Q. Okay. Do you know -- do you have any
8 memory as to when you say they were chronically
9 late, does it go all the way back to those
10 beginning years, 2000, 2001? Or does that -- does
11 your memory tell you that it took -- it came in
12 later at some point?

13 A. I cannot honestly answer that because I do
14 not honestly remember.

15 Q. Okay. Do you know if there are records
16 that would establish late payments?

17 A. What kind of records?

18 Q. Records that your department might maintain
19 on the history of payments by Flexflo.

20 A. Other than agings?

21 Q. I don't know. I'm asking you.

22 A. Yeah, I don't know what kind of --

23 Q. Well, if I wanted to establish how many
24 times Flexflo paid late and how late those payments

1 were, and if I wanted to create a complete history
2 of the Flexflo payments to Newell Rubbermaid, do
3 you know if Newell Rubbermaid maintains -- has
4 maintained those records?

5 A. I don't know that.

6 Q. Okay. Do you know who would know that?

7 A. No, I don't.

8 Q. Okay.

9 MR. BARNUM: And I'll interpose a belated
10 objection. It assumes facts not in evidence that
11 such records are actually kept and maintained by
12 the company.

13 MR. GROSSMAN: I'm not assuming anything.
14 I'm asking.

15 BY MR. GROSSMAN:

16 Q. Ms. Quiggle, what records -- what
17 documentation -- let me go back to records. What
18 records are created or maintained by your
19 department with regard to the collections
20 activities that you are involved in?

21 A. There would be notes on the account.

22 Q. Um-hum. Okay. And as far as paper that
23 not is necessarily created, but is available for
24 your purpose, what typical documents would you

1 be --

2 A. Paper?

3 Q. Paper documents. I'm saying things like
4 invoices and whatnot. What types of documents do
5 you review as part -- for your work? With anyone?

6 A. I don't review paper.

7 Q. Okay. So your department doesn't maintain
8 a hard paper file --

9 A. No.

10 Q. -- of the customers? Okay. Everything you
11 would need to do your job is on a computer system?

12 A. (Indicated in the affirmative.)

13 MR. BARNUM: You have to give a verbal
14 answer.

15 A. Oh, I'm sorry. Yes. Can't you hear it
16 shaking?

17 BY MR. GROSSMAN:

18 Q. I heard it loud and clear. What is that
19 system?

20 A. SAP.

21 Q. Okay. I learned from Mr. Popp yesterday
22 something about the SAP system, so I don't think I
23 need to spend too much time on that. Except to ask
24 you, the SAP system has on it what types of

1 information that are relevant for your work?

2 A. I can see the customer's account, the
3 invoices that are out there that are due, not due,
4 past due. I can see payments that have been made
5 and how they were applied. I can pull up and look
6 at an invoice or a packing list if it is available
7 POD, proof of delivery.

8 Q. Okay. I'm sorry, did you mention payments
9 in that?

10 A. Yes, payments that have been made I can
11 see.

12 Q. And that would include the date received
13 perhaps? Or what information regarding the
14 payments is in the system?

15 A. We have what is called a posting date.

16 Q. Okay.

17 A. Now, for a real clear explanation you are
18 going to have to ask somebody else that.

19 Q. But it's a date?

20 A. It's a date that I look at and say okay,
21 this check was posted as of this date.

22 Q. And then the amount is available for you to
23 review as well?

24 A. Yes.

1 Q. Does it tell you the type of payment? In
2 other words, credit card, check, wire transfer?

3 A. Yes.

4 Q. Okay. You accept credit cards obviously?

5 A. Some divisions accept some, some divisions
6 accept another. I don't know which is which.

7 Q. For Flexflo though, you mentioned credit
8 card?

9 A. I believe they did, yes.

10 Q. So this SAP system, do you know if it keeps
11 the data for any period of time or permanent -- has
12 a permanent archiving system?

13 A. I don't know that.

14 Q. You don't know? Okay. Have you ever had
15 occasion to look back in the SAP system to
16 determine some historical information regarding a
17 customer?

18 A. Yes, if I'm trying to find if there was a
19 payment or if a customer claims that they paid an
20 invoice that I don't show has been paid.

21 Q. Okay. Do you know who, if anybody within
22 Newell Rubbermaid, is responsible for maintaining
23 the SAP system? And when I say maintaining it, I
24 mean you've told me that I had to ask someone else.

1 Who would I have to ask if I wanted to learn more
2 information about this SAP system and how it works,
3 if you know?

4 A. We have an entire computer team. We have
5 one here in Freeport and another one in Atlanta.

6 Q. And the team in Freeport?

7 A. I couldn't name them if you wanted me to.

8 Q. No, that's okay. Does that have a specific
9 name?

10 A. CIS.

11 Q. I'm sorry?

12 A. CIS.

13 Q. CIS, okay. And is it your understanding
14 that that department is -- has knowledge of how the
15 SAP system works?

16 A. Well, I hope so, yes.

17 Q. Okay. Do you know who's the head of that
18 department?

19 A. No, I'm sorry, I don't.

20 Q. You don't, okay. But there are people
21 located in Freeport?

22 A. There are some people located in Freeport.

23 Q. And there is others also in Atlanta?

24 A. Yes.

1 Q. Does Newell Rubbermaid have any other
2 offices?

3 MR. BARNUM: Objection. Vague.

4 BY MR. GROSSMAN:

5 Q. Kind of hard to say, but corporate offices.
6 Corporate type offices. I know there is an office
7 here in Freeport and another office located in
8 Atlanta. Do you have an understanding as to any
9 other offices maintained by Newell Rubbermaid for
10 administrative or corporate purposes?

11 A. Where?

12 Q. I'm asking if there are any more?

13 A. We have other offices. If they are
14 corporate, I don't know.

15 Q. Well, what do you know of those other
16 offices in terms of their functions?

17 A. Nothing, other than they exist.

18 Q. Okay. Where are they?

19 A. Someplace in -- someplace in Europe.

20 Q. Okay. That's fine. All right. Now, you
21 told me that Flexflo made payments for its purchase
22 by credit card?

23 A. On occasion.

24 Q. On occasion. Do you know what other method

1 of payment were made by Flexflo?

2 A. I can honestly say I don't know for sure
3 because I never took a credit card payment or any
4 other kind of payment.

5 Q. Okay. So but you do know that credit card
6 payments were made?

7 A. Yes.

8 Q. And how do you know that?

9 A. By reading notes.

10 Q. Okay. Who -- who accept -- who would be
11 responsible for accepting the credit card payments?
12 Is there a department for that or how does that
13 work?

14 A. I know that our inbound team can take
15 credit card payments.

16 Q. Okay.

17 A. I can't tell you anything more than I know
18 that they do. There could be, but I don't know.

19 Q. And who is the -- is there a manager of the
20 inbound team?

21 A. Manager would be Mr. Popp.

22 Q. Mr. Popp, okay. And how many -- how many
23 individuals are part of the inbound team currently?

24 A. I believe there is six. I really don't

1 work with them.

2 Q. Okay.

3 A. So --

4 Q. And you're part of the outbound team?

5 A. Yes.

6 Q. Okay. You part of any other teams within
7 Newell Rubbermaid?

8 A. I'm part of -- chief cook and bottle
9 washer, if you want to be honest.

10 Q. You do a lot of stuff there?

11 A. I actually would say I'm more or less a
12 clean-up person for things that don't get done.

13 Q. Okay. And I appreciate the comment, but
14 let's not confuse that you are not the maid and you
15 are not sweeping floors I assume?

16 A. No, I'm not sweeping floors.

17 Q. When you say clean-up person --

18 A. If there are problems of a very large
19 magnitude, I will be -- sometimes be asked to help
20 straighten them out.

21 Q. Okay. And that request could come from
22 who?

23 A. It usually comes from either Ms. Stenbeck
24 or Gary Popp.

1 Q. So Mrs. Stenbeck is your supervisor?

2 A. Right.

3 Q. Okay. Are there other collectors that
4 might ask for your assistance directly?

5 A. No.

6 Q. No? So there is a chain of command?

7 A. Yes.

8 Q. And everybody sort of honors that? So it
9 goes up to Ms. Stenbeck or Mr. Popp?

10 A. Yes.

11 Q. And then goes down to you?

12 A. Right.

13 Q. And they hand you the broom?

14 A. There you go.

15 Q. Okay, I get it. When -- regarding the
16 credit card payments from Flexflo, you say you had
17 nothing to do with receiving those payments?

18 A. That's correct.

19 Q. Did you have any discussions with Mr. Tawid
20 of Flexflo regarding -- regarding the credit card
21 payments in any manner?

22 A. No.

23 Q. Okay. Do you -- you've spoken with Mr.
24 Tawid on the phone, have you not?

1 A. Yes, I have.

2 Q. Do you know how many times you've talked?

3 A. I don't. Over many years.

4 Q. Yes.

5 A. No.

6 Q. Have you talked -- have you -- we'll get to
7 that in a minute. The telephone conversations with
8 Mr. Tawid have been going on over the years, as you
9 suggest. So you've had many conversations with
10 him?

11 A. A normal amount.

12 Q. Normal, okay. When you say normal, are you
13 comparing that with other customers?

14 A. Yeah.

15 Q. That you are also working on?

16 A. Um-hum.

17 Q. Okay. What types of topics have you
18 discussed with Mr. Tawid over the telephone?

19 A. When he's been asking for longer terms.

20 Q. Okay.

21 A. When he's trying to explain the government
22 workings of Venezuela.

23 Q. Okay.

24 A. When, you know, he came to me when he found

1 out that his distributorship was being terminated,
2 whatever you call it.

3 Q. Okay.

4 A. Oh. He occasionally would call and
5 sometimes just to say hello or to find out how I
6 was after an accident.

7 Q. You had an accident? Is that what you are
8 referring to?

9 A. (Indicated in the affirmative.)

10 Q. When was that?

11 A. December 21, 2011.

12 Q. Okay. I hope it wasn't serious.

13 A. You want to see how serious it was?

14 (Witness pulled back her shirt sleeve.)

15 Q. Ouch.

16 A. And it goes all the way up. Yeah, it was
17 serious.

18 Q. So Mr. Tawid called to see how you were
19 doing?

20 A. Just to wish me well. A lot of customers
21 did.

22 Q. Okay. Well, that's nice. So did you ever
23 have -- other than the well wishes from your
24 accident, did you and Mr. Tawid ever talk about

1 personal matters?

2 A. Oh, he informed me that he was getting a
3 divorce.

4 Q. Okay.

5 A. And occasionally he would mention something
6 about his -- one of his kids or two of his kids or
7 something in soccer.

8 Q. Okay.

9 A. That was -- again, that's not out of the
10 norm for customers.

11 Q. Why do you say that?

12 A. Well, after you talk to customers for years
13 and years and years they sometimes, you know, just
14 will tell you different things.

15 Q. Did you talk to him about any of your
16 personal life?

17 A. No.

18 Q. Other than your accident?

19 A. Just my accident.

20 Q. I understand you have some involvement in
21 local politics; is that correct?

22 A. I used to.

23 Q. You used to? What was that about?

24 A. I was a county board member.

1 Q. And that was an elected office?

2 A. Yes.

3 Q. And you had a campaign --

4 A. Yes, I did.

5 Q. Okay. You talked to Mr. Tawid about that?

6 A. Actually you're right, I did. And he did
7 offer that he could help. And I did not take him
8 up on that.

9 Q. Was he specific in his offer or --

10 A. I am going to tell you that I sometimes
11 have a hard time understanding Mr. Tawid.

12 Q. Okay. English is not his first language?

13 A. No, it's not. And he was talking something
14 about website or something, of which I do not have
15 and did not want to get into.

16 Q. Okay. So you ran for elected office and
17 you won?

18 A. (Witness indicated in the affirmative.)

19 Q. Did you do that more than once?

20 A. Yeah, I did. Last time I lost.

21 Q. Oh, I'm sorry to hear that.

22 A. I'm not.

23 Q. Okay. The position you were elected to you
24 said is what?

1 A. Was county board representative for
2 District D.

3 Q. Okay. And the county board is the
4 governing body that --

5 A. Governs Stephenson County.

6 Q. For Stephenson County, okay. When you
7 spoke with Mr. Tawid by telephone, did you make
8 notes of those conversations?

9 A. Probably not, depending on, you know, if he
10 had said I'm sending a check, then I would have
11 probably made a note of how much.

12 Q. Okay.

13 A. But to be real honest, it was usually one
14 of the girls that would say they were sending a
15 check.

16 Q. Oh, you mean from Mr. Tawid's employees?

17 A. Yeah.

18 Q. So Mr. Tawid himself didn't necessarily
19 tell you?

20 A. No.

21 Q. He had other people handle that part of it?
22 Is that also true about credit card payments?

23 A. I cannot answer that, I never took one.

24 Q. Do you recall him ever telling you that he

1 was going to make sure that you got paid by credit
2 card?

3 A. No, I don't.

4 Q. Okay. You mentioned that he was talking to
5 you about the termination of the distributorship
6 relationship. What do you recall about those
7 conversations?

8 A. He called and said that, you know, he had
9 been told that he was no longer going to be a
10 distributor, which he then followed up with an
11 e-mail.

12 Q. Okay.

13 A. And I knew nothing about it other than
14 before he brought it up to me.

15 Q. So the first time you --

16 A. I heard it from him.

17 Q. Okay. Let me ask the question.

18 A. Sorry.

19 Q. That's okay. I appreciate you wanting to
20 be cooperative and helpful. But the question is,
21 the first time you had any knowledge of the
22 termination of the distribution agreement that
23 existed between Graco and Flexflo was when Mr.
24 Tawid called you to discuss it with you?

1 A. To inform me of it.

2 Q. To inform you, I'm sorry. Thank you for
3 that clarification. What do you recall, if you can
4 think back, did he specifically tell you regarding
5 the termination?

6 A. He was, as I recall, I think he wanted to
7 know if I knew anything about it, which I did not.
8 But other than that, I don't -- I just told him to
9 send, you know, what he had to us, which he did, in
10 the form of an e-mail.

11 Q. And you received the e-mail. Do you recall
12 what was the content of that e-mail?

13 A. Pretty much just telling us that, you know,
14 he had -- his distributorship was going to be
15 revoked, okay. And at that time, you know, what
16 was happening. And sent us what he had received.

17 MR. GROSSMAN: Okay. You know what? Why
18 don't we take a little break?

19 MR. BARNUM: Sounds good.

20 (WHEREUPON, a short recess was taken.)

21 (Quiggle Exhibit No. 1 was marked for
22 identification by Mr. Grossman.)

23 BY MR. GROSSMAN:

24 Q. Ms. Quiggle, I've handed you what's been

1 marked as Exhibit 1 for today's deposition, and ask
2 if you can take a minute to review this document.
3 My question will be to you if you recall seeing it
4 before?

5 A. Yes, I do remember seeing it before.

6 Q. Okay. The date of the document is
7 March 29, 2011. Do you recall if that's the date
8 you first saw it?

9 A. I cannot tell you the exact date, but I
10 would -- I can't tell you the exact date.

11 Q. Okay. Was it approximately that date?

12 A. It would be approximately that date, yeah.

13 Q. On or about March 29th?

14 A. Yeah.

15 Q. Okay. And this letter is from Mr. Tawid of
16 Flexflo; correct?

17 A. Yes.

18 Q. And it's directed to you. Before you
19 received it did you know a letter such as this
20 would be coming from Mr. Tawid?

21 A. No.

22 Q. You didn't -- he didn't mention that he was
23 sending you a letter?

24 A. No.

1 Q. Now, is this a letter that was mailed or
2 sent to you by e-mail?

3 A. E-mail.

4 Q. It was an e-mail okay. And when you
5 received the letter did you read it?

6 A. I did read it.

7 Q. Okay. And did you -- what do you recall
8 doing as a result of reading this letter, if
9 anything?

10 A. I sent it on to Mr. Popp.

11 Q. That's it?

12 A. Yeah. It's not in my realm of what I can
13 do.

14 Q. Okay. Did you discuss the content of this
15 letter with Mr. Tawid at any time?

16 A. I don't believe so.

17 Q. Okay. The discussion in the letter
18 involves the Venezuelan government and things about
19 money flowing from Venezuela. Is that a topic of
20 conversation that you engaged in with Mr. Tawid?

21 A. I would say yes.

22 Q. Okay. Do you recall whether that topic was
23 discussed by telephone or by e-mail or both?

24 A. I know by e-mail.

1 Q. Okay.

2 A. For sure. I can't tell you for sure that I
3 talked on the phone about this.

4 Q. You don't recall whether you did or not?

5 Okay. What is your understanding of the situation
6 in Venezuela that is discussed by this letter?

7 MR. BARNUM: Objection. Relevancy. Go
8 ahead.

9 BY MR. GROSSMAN:

10 Q. If you have any independent understanding
11 to your knowledge?

12 MR. BARNUM: I also object to the document.
13 It's not authenticated. Go ahead.

14 A. I'm sorry. Clarify please.

15 BY MR. GROSSMAN:

16 Q. Okay. When you read this letter you see
17 there is a discussion here about various currency
18 situations in Venezuela?

19 A. Yes.

20 Q. Do you have any independent knowledge
21 regarding the currency policies or laws in
22 Venezuela as they affect international trade?

23 A. No.

24 Q. You don't?

1 A. Laws and -- no.

2 Q. Now, in this letter on the very top of the
3 second page Mr. Tawid writes, "What we need is a
4 maximum of 180 days of credit as a time limit for
5 payment." Then he goes on to say, "so through the
6 payments that we receive each month we can transfer
7 to you all our obligations acquired." Do you know
8 what he is suggesting there?

9 A. It would be speculation on my part, and it
10 was not within my realm of authority.

11 Q. Okay. So you read this and said I have to
12 pass it on, and you passed it on to Mr. Popp?

13 A. Yep.

14 Q. Okay. So you wouldn't have any authority
15 then to grant an extension of -- yeah, an extension
16 of the credit time limit as was mentioned by this
17 letter?

18 A. That is correct.

19 Q. You don't have that authority?

20 A. I do not have that authority.

21 Q. Do you know if Mr. Popp does?

22 A. You would actually have to ask him.

23 Q. Yeah, I did.

24 MR. BARNUM: And he answered.

1 MR. GROSSMAN: Yes, he did.

2 BY MR. GROSSMAN:

3 Q. Do you recall in March of 2011 if Flexflo
4 was late on payments of any of the invoices that
5 had been issued by Newell Rubbermaid?

6 A. No, I cannot tell you that.

7 Q. I want to review a topic that you briefly
8 mentioned earlier, and that was the termination of
9 the distribution agreement. And if I recall, your
10 comments about that topic was one of the things
11 that you and Mr. Tawid discussed by telephone.

12 A. Um-hum.

13 Q. Okay. And you said you didn't know
14 anything about that?

15 A. No, I didn't.

16 Q. Prior to hearing --

17 A. I heard it from him.

18 Q. So just to make sure for the record, that
19 in the decision to terminate the distribution
20 agreement, you were not consulted in any way?

21 A. No, I was not.

22 Q. There was no communication with you --

23 A. No, sir.

24 Q. -- whatsoever?

1 MR. GROSSMAN: You know what? I meant to
2 ask if I can borrow a stapler because a whole lot
3 of my stuff is not stapled.

4 (Quiggle Exhibit No. 2 was marked for
5 identification by Mr. Grossman.)

6 BY MR. GROSSMAN:

7 Q. Ms. Quiggle, I've handed you what's been
8 marked as Exhibit 2 for today's deposition. And
9 ask you to -- these are two e-mails. One is dated
10 April 29, 2011, which is the bottom one from Ms.
11 Pfeiffer to Mr. Tawid. And you are --

12 A. Copied.

13 Q. -- you are copied, as are Mr. Sandberg, Mr.
14 Popp and Mr. Newcomer. And then the second -- the
15 top half is an e-mail from Mr. Tawid back to Ms.
16 Pfeiffer, copied to those same individuals. Have
17 you seen either of these e-mails before? And if
18 so, which one or both?

19 A. I believe I saw both of them.

20 Q. Okay. The e-mail from Ms. Pfeiffer said
21 that they reviewed his request for 180 days
22 extension and they could not accommodate it. Did
23 anyone from Ms. Pfeiffer's department discuss the
24 extent -- the requested extension with you?

1 A. No.

2 Q. That decision was made outside of your
3 department?

4 A. Yes, sir.

5 Q. Unfortunately, the copy is really bad of
6 Mr. Tawid's e-mail. I have attempted to read it.

7 MR. BARNUM: I have a slightly better copy,
8 Counsel.

9 MR. GROSSMAN: Okay, that would be great.

10 MR. BARNUM: But my copy's only of the
11 first page of the exhibit.

12 MR. GROSSMAN: I'll tell you what we can
13 do. Simply I'll read it in the record so we know
14 what it says for later, and then we can share this
15 if we need to.

16 BY MR. GROSSMAN:

17 Q. So Mr. Tawid on May 2, 2011 at 10:18 a.m.
18 sent by e-mail the following message to Susan
19 Pfeiffer, copied to Rob Sandberg, Gary Popp, Ray
20 Newcomer and Beckey Quiggle. And the subject is
21 regarding Flexflo USA, Inc. account number 1 -- I'm
22 sorry, correct that -- 57149. Before I read the
23 content of the e-mail, Ms. Quiggle, the account
24 number referenced there, do you recognize that

1 number?

2 A. No.

3 Q. Okay. You don't know what that reference
4 is?

5 A. I know that it's an account number.

6 Probably his. I see thousands of these.

7 Q. Okay. When you say his, you're talking
8 about Flexflo USA?

9 A. I mean Flexflo's, yes.

10 Q. And Flexflo has just one account number; is
11 that accurate?

12 A. I don't know that for sure.

13 Q. You don't know for sure? Okay. It could
14 have more than one?

15 A. It could.

16 Q. Okay. Why would an account have more than
17 one, do you know?

18 A. We have accounts that are dot coms, they
19 have -- they sell on.

20 Q. Oh.

21 A. Okay. So we would split that out. We have
22 some that are doing direct imports. They may have
23 a separate account that we'd would only have the
24 direct imports, plus they buy.

1 Q. Okay. So let me read the content of this
2 for the record. And then as we need to, we can
3 review it. It says, "Dear Sue, thanks for your
4 response. The reason of my request is not to keep
5 it longer and not even looking to change my current
6 terms, as I explain on the letter we are facing a
7 situation and as same as with GM project a couple
8 of years ago I need extra help for some time until
9 we fix the problem opening the new companies to get
10 more --" and there is a dollar sign there. "-- and
11 maintain your company as it is and then get back to
12 our current terms. Regards, Miguel Tawid, Flexflo,
13 USA." Phone numbers and a website.

14 MR. BARNUM: One correction, Counsel.

15 MR. GROSSMAN: Sure.

16 MR. BARNUM: At the end of the last line --
17 no, the third line, I'm sorry. It's dollar sign
18 and maintain our.

19 MR. GROSSMAN: Oh, I'm sorry. Did I say
20 your?

21 MR. BARNUM: Yes.

22 MR. GROSSMAN: Okay. I stand corrected.
23 And you're right, Mr. Barnum, that is "maintain our
24 company as it is."

1 MR. BARNUM: And Counsel, if you want, we
2 can substitute out this page for the first page of
3 your exhibit since it's a little easier to read.

4 MR. GROSSMAN: Sure.

5 MR. BARNUM: I've got enough copies if you
6 want to just -- or we can leave it the way it is.

7 MR. GROSSMAN: Why don't we -- I'm just
8 going to staple this page to the back because it's
9 been marked.

10 MR. BARNUM: That's fine. Yeah, that's
11 fine.

12 MR. GROSSMAN: And that way we can, if we
13 need to later, read it later properly. Okay. So
14 you can read that cleaner copy.

15 Mr. Barnum, do you have a clean copy?

16 MR. BARNUM: I do.

17 MR. GROSSMAN: Okay. And I have a clean
18 copy. We are all good.

19 BY MR. GROSSMAN:

20 Q. So, did you discuss this e-mail with Ms.
21 Pfeiffer?

22 A. No.

23 Q. Did you discuss this e-mail with anybody?

24 A. No.

1 Q. Okay. Do you know the reference there
2 where he says, "we are facing a situation and as
3 same as with GM project a couple of years ago"?

4 A. Yes.

5 Q. Do you know what that reference is?

6 A. Yes.

7 Q. What is that?

8 A. It was a project that Newell and Flexflo
9 entered into with General Motors putting car seats
10 into new cars.

11 MR. GROSSMAN: Can you read back that
12 answer?

13 (The requested portion of the transcript
14 was read.)

15 BY MR. GROSSMAN:

16 Q. What, if any, was Flexflo's involvement
17 with that project?

18 A. I -- they were the distributor.

19 Q. Okay. And do you know that for what area?

20 A. Venezuela.

21 Q. Venezuela, okay. Did you discuss this
22 project with Mr. Tawid?

23 MR. BARNUM: Objection. Vague. You mean
24 as of the time of this e-mail or after?

1 MR. GROSSMAN: No, at any time.

2 A. I don't believe I did. I believe it was
3 something that just came to us from a little higher
4 up.

5 BY MR. GROSSMAN:

6 Q. Higher up? What do you mean by that?

7 A. Well, sales people, VP's. They would have
8 discussed it with Gary.

9 Q. Okay.

10 A. And pretty much this is what we are going
11 to do. And that's what happened.

12 Q. Okay. As far as Mr. Tawid and your
13 communication, he didn't discuss this thing -- this
14 GM project with you?

15 A. There would have been nothing that I would
16 have been involved with other than making sure it
17 got paid.

18 Q. When he writes that "we are facing a
19 situation same as GM project," do you know what
20 situation he is referring to?

21 A. We, I believe, had to make sure that we
22 definitely supplied on a certain schedule. And
23 again, GM -- it was going to probably be a -- and
24 this is speculation, which I'm not supposed to do.

1 MR. BARNUM: No, I don't want you to
2 speculate.

3 THE WITNESS: Can't do that.

4 BY MR. GROSSMAN:

5 Q. Okay. But when he says a situation same as
6 GM, so there is another situation that if I'm
7 reading this correctly, that he is referencing
8 here. Do you know what that reference is?

9 A. That --

10 MR. BARNUM: Objection. Calls for
11 speculation.

12 MR. GROSSMAN: I asked her if she knew.

13 A. I don't.

14 BY MR. GROSSMAN:

15 Q. Okay. When he wrote to Ms. Pfeiffer in
16 this e-mail that "I need extra help for some time
17 until we fix the problem opening the new companies
18 to get more dollar sign." And you can please look.
19 It's probably easier to review it. Do you have any
20 knowledge as to what new companies he is referring
21 to there?

22 A. No, I don't.

23 Q. Okay. You look a little uncertain as to
24 what that is.

1 A. I --

2 MR. BARNUM: That's not a question.

3 MR. GROSSMAN: No, it's not. Okay.

4 (Quiggle Exhibit No. 3 was marked for
5 identification by Mr. Grossman.)

6 MR. GROSSMAN: Again, unfortunately we are
7 going to be reviewing e-mails so we will do our
8 best to speed through the process a little bit.

9 Mr. Barnum, I'm going to do some shortcircuiting here
10 just to make this faster, so I will refer to dates
11 and things.

12 MR. BARNUM: Sure.

13 MR. GROSSMAN: If there is any issues or
14 questions, feel free to jump in.

15 MR. BARNUM: If I have any concern that is
16 unclear, you know I'll speak up.

17 MR. GROSSMAN: You are not shy.

18 MR. BARNUM: No.

19 BY MR. GROSSMAN:

20 Q. Okay. So we are looking at e-mails on
21 Exhibit 3, Ms. Quiggle; correct?

22 A. Correct.

23 Q. Okay. And those e-mails are dated -- I
24 guess -- I'm looking at two. October 17th. They

1 are both that day, only three minutes apart. Do
2 you recall -- and this is -- okay. From the --
3 okay, from the Legal Affairs. It's from a
4 paralegal Ms. Grobes, G-R-O-B-E-S, to Mr. Tawid.
5 And it's attaching a letter which is here. This
6 is -- the letter is going to be Exhibit 4.

7 (Quiggle Exhibit No. 4 was marked for
8 identification by Mr. Grossman.)

9 BY MR. GROSSMAN:

10 Q. And then -- so that letter, Exhibit 4, was
11 submitted by e-mail from Ms. Grobes on behalf of
12 Mr. Beckstrom, Vice President of Legal Affairs,
13 Newell Rubbermaid to Mr. Tawid. And then three
14 minutes later he forwards -- he sends you an
15 e-mail which has a title -- the subject, rather,
16 ceasing sales. It's a forward. It says, "Hello
17 Beckey. I just received this letter. Please read
18 it and give me your comments." Do you recall
19 receiving this e-mail and the letter?

20 A. I recall seeing this.

21 Q. And as you testified earlier, this would be
22 your first knowledge of the termination of the
23 distributorship relationship?

24 A. Actually, yes.

1 Q. Okay. Did you look at it when it was sent
2 to you the afternoon of October 17th?

3 A. Yes.

4 Q. Okay. And he asked, Mr. Tawid does, that
5 you read the letter and provide your comments. Did
6 you provide comments to Mr. Tawid?

7 A. Probably not.

8 Q. Probably not?

9 A. Probably not.

10 Q. Okay. Did you have any response to Mr.
11 Tawid at all?

12 A. I did ask him to see a letter or for him to
13 put in letter e-mail, okay --

14 Q. Uh-huh, yes.

15 A. -- stating what was going on so I could
16 have a hard copy. Because Mr. Tawid is sometimes
17 very difficult to understand.

18 Q. You said that, yes. Okay.

19 A. So, you know, I would ask for things in
20 hard copy or in readable e-mails.

21 Q. Okay. So you -- that -- you recall doing
22 that in follow-up to receiving the e-mail and the
23 letter?

24 A. Right. I believe this precipitated in

1 another e-mail.

2 MR. GROSSMAN: Okay. Let's see if we
3 can -- actually from yesterday I think you said you
4 had the exhibits.

5 MR. BARNUM: Off the record for a minute,
6 Counsel.

7 (Discussion held off the record.)

8 MR. BARNUM: I spoke with my client off the
9 record and there is a point of clarification she
10 needs to make.

11 MR. GROSSMAN: Go ahead, please.

12 THE WITNESS: Yes. There was a phone call
13 previous to receiving this.

14 MR. GROSSMAN: Okay.

15 THE WITNESS: Stating about ceasing of
16 sales from Mr. Tawid.

17 BY MR. GROSSMAN:

18 Q. Right. Okay. So you have a recollection
19 of that phone call?

20 A. Yes, he called to tell us that, you know,
21 his distributorship was being revoked.

22 Q. Okay.

23 A. And that's when I had asked that I need
24 something, I need to see something.

1 Q. So do you know if that -- what you received
2 in response -- just let me finish the question --
3 in response to saying I needed something to Mr.
4 Tawid is reflected on --

5 A. I would have gotten this and I would have
6 gotten another e-mail.

7 Q. Okay, let's refer to it by exhibit number
8 so we can be clear on the record.

9 A. Okay. Exhibit No. 4.

10 Q. You received that from Mr. Tawid?

11 A. No, I'm sorry.

12 Q. Well, 3 is the e-mail.

13 A. 3 is the e-mail where he just received that
14 letter.

15 Q. Which is Exhibit 4?

16 A. Right, which is Exhibit 4.

17 Q. And do you recall when that phone call was
18 made by Mr. Tawid?

19 A. No, I'm sorry, I do not.

20 Q. Okay. I'm going to work a little bit if
21 you don't mind to try to refresh your recollection
22 on that. Is there any -- is it likely that it was
23 the same day as the e-mail that was sent to you?

24 A. If it was not the same day, it would have

1 been the day before.

2 Q. Okay. So it's fairly close in time?

3 A. Yes.

4 Q. Okay. All right. So you asked him, Mr.
5 Tawid, for more clarification; is that -- I'm
6 trying to characterize your testimony, so if I'm
7 incorrect, please let me know, in response -- when
8 you received that?

9 A. I needed to know exactly what he was
10 looking at, what his understanding was, and what
11 was happening, because I knew nothing about this.

12 Q. Okay. And you communicated that --

13 A. To Mr. --

14 Q. -- to Mr. Tawid? Yes?

15 A. Yes.

16 Q. How much time passed after you received
17 that letter?

18 A. After I received this letter?

19 Q. The e-mail and the letter, yes. Exhibits 3
20 and 4.

21 MR. BARNUM: Objection. Misstates her
22 testimony. I believe she said that -- and I don't
23 want to testify for the witness, but I want to make
24 sure my understanding is accurate. I believe her

1 testimony is that in a phone call with Mr. Tawid
2 when he informed her of the distribution agreement
3 being terminated, she asked him to send her
4 something to clarify what he was saying, what he
5 was communicating to her, because it was the first
6 that she had heard that.

7 BY MR. GROSSMAN:

8 Q. I understand. Okay. And then he sent you
9 Exhibits 3 and 4?

10 A. That is correct.

11 MR. GROSSMAN: Okay. I understand now.

12 Thank you. I was a little confused myself.

13 (Quiggle Exhibit No. 5 was marked for
14 identification by Mr. Grossman.)

15 BY MR. GROSSMAN:

16 Q. Ms. Quiggle, Exhibit 5 --

17 A. I need something more -- oh, is this two?
18 I'm sorry. I'm so sorry.

19 Q. Were you going to say something?

20 A. No, I didn't think I had two.

21 Q. Okay. Exhibit 5 is another e-mail. This
22 comes on December 1, 2011. It's directed from you
23 to Mr. Tawid. The subject is letter/e-mail. And
24 do you recall sending that e-mail to Mr. Tawid?

1 A. Yes.

2 Q. Okay. And you apologized for not getting
3 back to him sooner?

4 A. He had left several messages.

5 Q. By phone?

6 A. (Indicated in the affirmative.)

7 Q. Okay. Do you know the nature of the phone
8 call that he -- did he leave a detailed message?

9 A. No, just would I please call him back?

10 Q. Okay. And this was your response to those
11 phone calls?

12 A. Yes, it is.

13 Q. Did you have any telephone calls between
14 the time that Exhibits 3 and 4 were submitted to
15 you in October and this December 1st e-mail?

16 A. I believe we did where I had asked him to
17 please send me an e-mail stating some things that
18 he had said in a conversation about his intentions
19 to pay or not pay.

20 Q. Okay. And what was that conversation?

21 What did Mr. Tawid say about his intention to pay
22 or not pay?

23 A. He said that he was very upset about the
24 ceasing of sales, and that he did not have

1 intentions of paying his bill until he had -- until
2 there was, I said a resolution, and he said the
3 issue had been cleared, I believe.

4 Q. Okay. You write in this e-mail that "I
5 think you may have --" Okay, I'm going to read it.
6 Give me one moment. Okay. What you write is this.
7 "I think you may have done this before, but would
8 you please send me an e-mail just briefly stating
9 your position and that while you have every
10 intention of paying your bill you are waiting to
11 hear back from Newell Rubbermaid about continuing
12 to work with Graco"?

13 A. Right.

14 Q. So that was a follow-up to phone
15 conversations you had with Mr. Tawid?

16 A. A phone conversation, yes.

17 Q. Just one?

18 A. As far as I know, yes.

19 Q. Okay. Did you speak with him -- do you
20 recall how long that conversation lasted?

21 A. No, I'm sorry, I don't.

22 Q. So, when you wrote this to Mr. Tawid, do
23 you have an understanding as to whether he had the
24 intention of paying the bills?

1 A. I believe he said that he did have every
2 intention of paying his bill, however the question
3 was when.

4 Q. Okay. I understand. Did you answer that
5 question?

6 A. No.

7 MR. BARNUM: Objection. Lacks foundation
8 and mischaracterizes the witness' testimony.

9 BY MR. GROSSMAN:

10 Q. Okay. Maybe I misunderstood your
11 testimony. You said the question was when. Who's
12 question is that?

13 A. That was my -- I mean I didn't verbalize
14 it.

15 Q. Okay, I understand.

16 A. That was my question. When will I get
17 paid?

18 Q. Sure. You didn't verbalize it to Mr.
19 Tawid?

20 A. Right.

21 Q. Did the topic of timing of payment of
22 invoices come up in any telephone conversation you
23 had with Mr. Tawid?

24 A. Only from the e-mail that he had said and

1 from here that he had no intentions of paying until
2 he had a resolution.

3 MR. GROSSMAN: I see.

4 (Quiggle Exhibit No. 6 was marked for
5 identification by Mr. Grossman.)

6 BY MR. GROSSMAN:

7 Q. Exhibit No. 6 is the e-mail of December 2,
8 a second -- I shouldn't say a second. But another
9 e-mail from Mr. Tawid to you, Ms. Quiggle. And
10 categories are Graco case. And do you recall this
11 e-mail?

12 A. Yes.

13 Q. Okay. In the second paragraph of this
14 e-mail he writes, "Also you noted that we defer the
15 payments from our side until we end this situation
16 and we are back to normal." And he goes on to say
17 more things. Did you have a discussion with Mr.
18 Tawid regarding deferring the payments from his
19 side?

20 A. Where he told me he was not going to make
21 the payments until the issue had been --

22 Q. Same? Was that the same discussion?

23 A. Same discussion.

24 Q. Do you know if you talked to Mr. Tawid

1 between your e-mail on the 1st, which was at
2 8:30 in the morning on Thursday, and his e-mail at
3 2 o'clock the Friday? The next day?

4 A. I don't believe I did.

5 Q. Okay. Then at the last paragraph he
6 asks -- he says, "Please reply to me ASAP to
7 continue and get back to our relations." Did you
8 reply to him ASAP as requested?

9 A. I don't think I did.

10 Q. You don't think you did?

11 A. No.

12 Q. This would be a Friday afternoon?

13 A. I'm pretty sure I wouldn't have.

14 Q. Okay. He asked for a detailed business
15 evaluation. Do you know what he was asking for?

16 A. Not really. I know that he explained he
17 needed all of his sales for over a period of years.

18 Q. Okay.

19 A. And then he also brought up another
20 customer, Medex.

21 Q. Right.

22 A. There is no way we would ever give out
23 another customer's information.

24 Q. Okay.

1 A. That was something that you learned very
2 early.

3 Q. Okay.

4 A. Secondly, I really don't have the ability
5 to get those figures. That would have to come from
6 I believe his sales people.

7 Q. His sales people?

8 A. Yeah.

9 Q. Not Flexflo's?

10 A. Well, no, I'm sorry. Newell Rubbermaid
11 Graco's sales person that sold product to Flexflo.

12 Q. I see. So that's not your department?

13 A. That's not my department.

14 Q. Did you -- you mentioned Medex and all
15 this. Is this part of -- does this come from
16 telephone conversations with Mr. Tawid?

17 A. No, it was an e-mail.

18 Q. Regarding Medex?

19 A. Yeah, he put it in an e-mail.

20 Q. Oh, okay. Before or after this e-mail?

21 A. I believe it was after this e-mail.

22 Q. It was after?

23 A. Yes, I believe it was.

24 Q. So at the time you received this e-mail

1 when he mentioned detailed business evaluations
2 from both sides, did you have an understanding what
3 he was referring to there?

4 A. Not really. I did not think he was asking
5 me for anything.

6 Q. Okay. So it's not -- in your view of this
7 content, you are not being asked to do anything?

8 A. Right.

9 Q. Okay. All right. Other than to reply
10 ASAP?

11 A. Yeah.

12 (Quiggle Exhibit No. 7 was marked for
13 identification by Mr. Grossman.)

14 BY MR. GROSSMAN:

15 Q. Okay. Exhibit 7. Now, this is an
16 e-mail -- actually it's a --

17 A. It's the same thing, isn't it?

18 Q. It's the same thing except that it has Gary
19 Popp where you apparently looks like you forwarded
20 this e-mail to Mr. Popp?

21 A. That's exactly what I would have done.

22 Q. Okay. Now, that would have been done by
23 the clock 15 minutes after you received it, just to
24 be clear, because of the time change from Central

1 to Eastern time. The e-mail was received at
2 2 p.m. -- sent at 2 p.m. Eastern time, which is
3 reflected as 1 p.m. on Exhibit 7. You see that?

4 A. Yes, I do see that.

5 Q. And then 15 minutes later you forwarded it
6 then to Mr. Popp; is that correct?

7 A. No, I don't think so. Because if he was
8 sending this on Eastern time at 1:00, it would have
9 only been 12:00 my time. This looks like it's an
10 hour and 15 minutes later.

11 Q. Yeah, it does, but it's not. I mean it
12 appears not because if you look at Exhibit 6, the
13 time is 2:00 p.m.

14 A. 2:00, okay.

15 Q. Which is the Eastern sent. So -- I'm no
16 expert on e-mails, but I understand they time stamp
17 them from the sender time.

18 A. Well, this is sent at 1:00 o'clock.

19 Q. Your time?

20 A. From Miguel.

21 Q. It's very interesting that it has the same
22 e-mail. Unless it was sent again.

23 MR. BARNUM: I can offer some
24 clarification.

1 MR. GROSSMAN: Okay, please do.

2 MR. BARNUM: Okay. My understanding of the
3 way Outlook works, is that depending on who is
4 printing the e-mail or depending on whose screen
5 you are looking at, the Microsoft Outlook Program
6 automatically changes the time to the location of
7 the computer where the e-mail is either being
8 viewed or printed. So in Exhibit 6, because this
9 is viewed on Mr. Tawid's computer and printed by
10 Mr. Tawid, it shows 2:00 p.m., which is Eastern
11 time. On Exhibit 7, page two of Exhibit 7 at the
12 bottom portion, because it's being viewed on Gary
13 Popp's computer, the program automatically converts
14 the time of Mr. Tawid's e-mail to Central time, and
15 it will reflect Ms. Quiggle's e-mail as Central
16 time. That's my understanding of how Outlook
17 works, which is why there may be some confusion.

18 BY MR. GROSSMAN:

19 Q. Okay. That sounds fair to me. Would you
20 agree with that?

21 A. I would agree with that.

22 Q. You got that? Okay. So 15 minutes passes
23 by and you forward it to Mr. Popp. Do you recall
24 discussing the e-mail with Mr. Popp?

1 A. No, actually I don't recall.

2 Q. You don't recall or you didn't?

3 A. I don't recall that we talked about it.

4 Q. Okay. Would you have -- to help refresh
5 your recollection, is -- are you in the practice of
6 simply forwarding e-mails?

7 A. Yep.

8 Q. You are? Without discussions with
9 Mr. Popp?

10 A. I get chewed out for that many times, yes.

11 Q. Okay. And do you have a recollection at
12 all as to why you forwarded Mr. Tawid's e-mail to
13 Mr. Popp?

14 A. Well, for one thing, I needed him to know
15 that when he said he wasn't going to pay, that Mr.
16 Popp would need to know that this could possibly
17 become a bad debt, and he handles the bad debts.

18 Q. As of this time was it a bad debt?

19 December of 2011?

20 A. No, not at this time.

21 MR. GROSSMAN: Not at that time, okay. I
22 understand.

23 (Quiggle Exhibit No. 8 was marked for
24 identification by Mr. Grossman.)

1 BY MR. GROSSMAN:

2 Q. Exhibit 8 is another e-mail, a short one on
3 the 14th. Now, with a period of about 12 days has
4 passed. And in this e-mail Mr. Tawid is asking of
5 you to have a conference call regarding the last
6 conference with Camilo in Miami. So let me ask you
7 a couple questions about this e-mail. The
8 reference to Camilo, do you know who Camilo is?

9 A. No, I don't.

10 Q. You have no idea?

11 A. I have no idea.

12 Q. Okay. He asked for a conference call with
13 you, it appears. It says, "I would like to have a
14 conference call with you." Did you respond to that
15 request?

16 A. No, I did not.

17 Q. Did you speak with Mr. Tawid at all
18 about --

19 A. Not after that.

20 Q. Not after that?

21 A. Well, not -- yeah, not --

22 Q. In response to this e-mail you are saying?

23 A. In response to that e-mail.

24 Q. In the 12 days that transpired between

1 December 2nd and December 14th, do you recall
2 having any telephone conversations with Mr. Tawid?

3 A. No, I really don't.

4 (Quiggle Exhibit No. 9 was marked for
5 identification by Mr. Grossman.)

6 BY MR. GROSSMAN:

7 Q. Exhibit 9 is two e-mails. Now we are into
8 March. So a couple months go by. From you to Mr.
9 Tawid you give it says home, 815-801-2731. Is that
10 your home number?

11 A. Yes, it is.

12 Q. And you say anytime after 7 p.m. Does that
13 mean --

14 A. My name.

15 Q. Your time. Does that mean Mr. Tawid can
16 call you at home?

17 A. He could call.

18 Q. Are you in the practice of allowing
19 customers to call you at home?

20 A. Yes, I am.

21 Q. It's a common occurrence for you?

22 A. Yes.

23 Q. Okay, that's fine. And then he says he'll
24 call you tonight after 7:00. Do you know if he

1 called?

2 A. Mr. Tawid called my house many times and I
3 did not answer the phone and return his calls. At
4 this particular time I can almost guarantee I did
5 not because I was in a lot of pain.

6 Q. From your car accident?

7 A. It wasn't a car accident, but it was an
8 accident.

9 Q. I mean from your accident?

10 A. Yes.

11 Q. Okay. So I can be clear on the timing of
12 that, I don't mean to pry.

13 A. No, that's fine.

14 Q. But when did that happen again? I think
15 you said.

16 A. 11:10, December the 21st, 2011.

17 Q. 11:10, December 21, first day of winter
18 typically.

19 A. Yep. My first day of vacation.

20 Q. And it was 2011?

21 A. Yes.

22 Q. So from that day for some time you were not
23 communicating with people regarding business
24 because you were injured?

1 A. I was pretty much -- yeah. Well, my arm
2 was severed -- the bone was severed in four pieces
3 and it was not healing and I did not have the
4 surgery on it until April the 29th of 2012.

5 Q. Okay. Because I had asked for -- to take
6 this deposition at an earlier time and you were
7 unavailable.

8 A. Yeah.

9 Q. Okay. That's fine. So December 21 is the
10 cutoff date. And when did you return back to work?

11 A. I actually returned back to work in
12 February, and I want to say it was right around
13 Valentine's Day.

14 Q. 2013?

15 A. No, 2012 with a broken arm.

16 Q. Oh, I see, okay.

17 A. And I -- but it was go to work and go home
18 and take all kinds of pain pills.

19 Q. I see.

20 A. And then I worked until April the 29th, and
21 that's when I got in for the surgery. And then I
22 was off again until July I think. And then I had
23 to have another surgery on my thumb.

24 Q. All right. You're back to work now

1 full-time?

2 A. I'm back to work now full-time.

3 Q. Are you on any pain medication currently?

4 A. Other than aspirin.

5 Q. Okay. As we sit here today is your
6 condition in any way preventing you from
7 understanding my questions?

8 A. Absolutely not.

9 Q. Or providing answers to my questions?

10 A. No, it is not.

11 Q. Okay. Thank you. So when this was sent
12 to -- to and from Mr. Tawid in March of 2012, you
13 were home?

14 A. I -- no, I was here. I was here.

15 Q. Oh, you were back working?

16 A. I was here.

17 Q. On a limited basis?

18 A. Right.

19 Q. But you said he should call you. So
20 before -- so you have a December 12th -- 14th
21 e-mail which is Exhibit 8, and a week later is when
22 you had the accident?

23 A. Right.

24 Q. Do you know if you had had any

1 conversations with Mr. Tawid in that --

2 A. I don't believe so because I believe he
3 said he was leaving on holiday.

4 MR. GROSSMAN: Okay, I see. Next Friday.

5 All right. Okay. Can we take a five-minute break?

6 MR. BARNUM: Absolutely.

7 (WHEREUPON, a short recess was taken.)

8 (Quiggle Exhibit No. 10 was marked for
9 identification by Mr. Grossman.)

10 BY MR. GROSSMAN:

11 Q. I think we are up to Exhibit 10.

12 Exhibit 10 is looks like I think five e-mails?

13 A. Right.

14 Q. On September 23rd. It's an exchange
15 between you and Mr. Tawid. Do you recall these
16 e-mails?

17 A. Um-hum.

18 Q. What do you recall regarding the
19 communications between you and Mr. Tawid?

20 A. Mr. Tawid would ask me questions on what
21 happens and dah, dah, dah, dah, dah. And who
22 different people was. So I see here he had asked
23 me who the CFO was and I said Doug Martin. He
24 wanted to know what would happen. He also was

1 talking about the collection agency. I think it
2 was the collection agency. Oh, lawyers. Okay.
3 You guys. And I said, you know, I told him what I
4 knew. There was nothing else.

5 Q. Okay. Were there telephone conversations
6 around the time that these e-mails were being sent?

7 A. Mostly it was just e-mails. I don't like
8 talking to Mr. Tawid on the phone because I cannot
9 understand him.

10 MR. BARNUM: Counsel, I want to put
11 something on the record just because I hope it
12 won't be an issue later. Exhibit 9 and Exhibit 10
13 I am seeing for the first time today.

14 MR. GROSSMAN: Okay.

15 MR. BARNUM: Can you confirm that these
16 documents were produced in response to our request
17 for production of documents?

18 MR. GROSSMAN: I don't know. I'm thinking
19 9 was, but I'm thinking 10 was not.

20 MR. BARNUM: Okay. And can you offer --
21 just let's meet and confer for a moment. Can you
22 offer any explanation as to why it was not
23 produced?

24 MR. GROSSMAN: I wasn't aware of them until

1 I was preparing for this deposition.

2 MR. BARNUM: And can you offer any
3 explanation as to why you didn't send them to me as
4 soon as you became aware of them as opposed to
5 putting them in front of the witness for the first
6 time and putting them in front of me for the first
7 time?

8 MR. GROSSMAN: Probably because I was
9 getting ready to travel to Illinois as I received
10 them. So that's the best I can tell you. I just
11 received them. And there will be more, and the
12 same answer would go for the next few.

13 MR. BARNUM: Well, then I'm going to want
14 to see all of the documents that you have recently
15 acquired prior to putting them in front of this
16 witness.

17 MR. GROSSMAN: That's not a problem. Let's
18 go off the record.

19 (WHEREUPON, a short recess was taken.)

20 (Quiggle Exhibit Nos. 11, 12, 13, 14, 15,
21 16, 17, 18, 19, 20 and 21 were marked for
22 identification by Mr. Grossman.)

23 MR. BARNUM: Let's go back on the record
24 real quick. I've received several documents from

1 Mr. Grossman just in the last few minutes. Let me
2 walk through them. And with respect to all of
3 these documents, my concern is that I have not been
4 provided these documents in advance. And certainly
5 they were -- they fall into our request for
6 production of documents.

7 So let's start with a Thursday, October 11,
8 2012 e-mail from Ms. Quiggle to Mr. Tawid. The
9 subject line is contact. And it's a series of
10 e-mails back and forth between Ms. Quiggle and
11 Mr. Tawid on October 10th -- I'm sorry, starting on
12 October 9, 2012 and going through to October 11,
13 2012.

14 Second is an e-mail exchange between
15 Ms. Quiggle and Mr. Tawid dated October 8, 2012.

16 Next is an e-mail exchange between
17 Ms. Quiggle -- and by the way, these are going to
18 Ms. Quiggle's --

19 THE WITNESS: Personal home.

20 MR. BARNUM: -- home address at
21 RebeccaQuiggle@yahoo.com.

22 Second is an e-mail -- are e-mails -- or
23 the third, I'm sorry, e-mails dated September 24,
24 2012 to that same address.

1 The fourth is a series of e-mails, again
2 dated September 24, 2012 between Mr. Tawid and
3 Ms. Quiggle. On the e-mail dated September 24,
4 2012 at 12:56 p.m. Eastern Standard Time there is a
5 CC to an address of MRTK2011@ME.com.

6 Next is a series of e-mails, again two
7 e-mails between Mr. Tawid and Ms. Quiggle to her
8 yahoo account dated Sunday, September 23, 2012.

9 The next series of e-mails are e-mails
10 between Ms. Quiggle and Mr. Tawid to her personal
11 account dated September 23, 2012, e-mail exchange
12 going back and forth.

13 Next is a multi-page document. First page
14 appears to be an Excel spreadsheet with multiple
15 colors on it with a date, time and minutes column.
16 And it is attached to what appear to be printouts
17 from a cell phone detailing calls made. And these
18 are all calls, or at least as I skimmed through it,
19 they were calls from wireless number 954-864-5598.
20 And they are calls -- or this document details
21 calls to area code number 815-233-8641.

22 THE WITNESS: Not all of them.

23 MR. BARNUM: I have got to put this on the
24 record.

1 THE WITNESS: Okay.

2 MR. BARNUM: Or to phone number
3 815-233-8645 and to phone number 815-233-8613.

4 MR. GROSSMAN: There is more.

5 MR. BARNUM: Pardon me?

6 MR. GROSSMAN: There is some more. You
7 missed several numbers.

8 MR. BARNUM: I'm looking at the one that's
9 got handwritten "office" at the top.

10 MR. GROSSMAN: Oh, I'm sorry. Okay. My
11 mistake. You're right.

12 MR. BARNUM: Second set of wireless records
13 are for cell phone number 954-864-5598 to area code
14 815-80 -- well, these are handwritten "home."
15 There is a handwritten notation "home." And so I
16 won't go through all the numbers that are
17 identified here.

18 MR. GROSSMAN: Actually it's just one
19 number.

20 MR. BARNUM: Okay. So for purposes of
21 meeting and conferring on the record, Mr. Grossman,
22 is it your position that these documents were not
23 received prior to such time as they could be
24 responded or provided in response to our request

1 for production of documents?

2 MR. GROSSMAN: Exhibits -- well, I can't
3 say exactly, but I believe that Exhibits 10 through
4 20 I just, as I mentioned before, just received.

5 MR. BARNUM: Well, we haven't identified
6 them as exhibits yet.

7 MR. GROSSMAN: Oh, I'm sorry. Well, they
8 are marked for Ms. Quiggle's deposition already,
9 which you just referenced have been marked. So
10 just to reference those instead of by date, just by
11 exhibit number, 10 through 20 I believe, as I
12 mentioned, I just received. Although there may be
13 one or two mixed in that were produced, I'm not
14 certain about that. But -- and then as far as
15 Exhibit, what number are we on? This composite
16 exhibit, is it 20 -- no. Ms. Quiggle, you have it.

17 THE WITNESS: 21.

18 MR. GROSSMAN: 21. The top page I did just
19 receive. I'm not sure whether I received the
20 other -- the two sets or not prior. I just don't
21 know. I know this top page was the color page was
22 prepared by my client just before leaving for the
23 depositions here. So that's my position.

24 MR. BARNUM: Well, these documents are all

1 responsive to our request for production of
2 documents. Can you state for the record when you
3 received them?

4 MR. GROSSMAN: I just did. I just did.

5 MR. BARNUM: Well, I don't know what just
6 means. Does it mean this morning or yesterday or
7 two days ago?

8 MR. GROSSMAN: No, no, no. I received them
9 as I was preparing to leave from Florida for
10 depositions. I don't know exact time I received
11 them. I don't even remember the exact date because
12 I was doing other things, so I'm not sure when I
13 received them. But it might have been over the
14 weekend of Labor Day at some point. I don't -- I
15 just don't recall exactly when I received them.
16 But it was not much prior to leaving from Florida,
17 which occurred on Labor Day morning I left very
18 early on the 2nd of September.

19 MR. BARNUM: And when you say received, I
20 assume you received these from your client?

21 MR. GROSSMAN: I did. That's it.

22 MR. BARNUM: Well, I am maintaining these
23 documents are responsive to our discovery request.
24 Clearly they were within your client's possession,

1 custody and control. And I have to question why
2 they were not produced considering that we've been
3 litigating this case for nearly a year now. And
4 discovery has been pending for an extended period
5 of time. We've had multiple discovery --

6 MR. GROSSMAN: Eric, I'm just going to --

7 MR. BARNUM: I'm telling you, I'm not done.

8 MR. GROSSMAN: I have to interrupt you
9 because you are making a motion on the record.

10 MR. BARNUM: No, I'm not making a motion on
11 the record.

12 MR. GROSSMAN: I'm not going to let you do
13 you that in my deposition. State your objection.
14 I want to get through the questioning.

15 MR. BARNUM: Well, I'm meeting and
16 conferring with you on the record so that when I
17 make my motion I can let the Court know that we
18 have met and conferred, which is our obligation
19 under the local Rules.

20 MR. GROSSMAN: I don't want it on the
21 record then. This is off the record.

22 MR. BARNUM: Well, Counsel, we won't
23 continue unless it's on the record. So we can
24 either end the deposition now or you can let me put

1 that we meet and confer on the record.

2 MR. GROSSMAN: Continue.

3 MR. BARNUM: These documents are clearly
4 responsive to our discovery request, and I question
5 why your client did not produce them until
6 literally days before the deposition of this
7 witness, when they clearly are communications to
8 and from a Newell employee, which is part of our
9 discovery request.

10 And so I'm going to object to any and all
11 questions regarding these documents. And at the
12 appropriate time I will move to strike the
13 testimony from this witness based upon what I
14 consider to be surprise litigation tactics.

15 So certainly, Counsel, you are free to
16 respond before we go off the record so I can talk
17 to my client.

18 MR. GROSSMAN: No response at this time. I
19 reserve my right to respond. Let's go off the
20 record.

21 (WHEREUPON, a short recess was taken.)

22 MR. GROSSMAN: Let's just let the record
23 reflect that the -- there was a conference between
24 Mr. Barnum and -- from my view of things, with

1 Mr. Barnum and Ms. Quiggle lasted about roughly
2 about 15 minutes, and we are back on.

3 BY MR. GROSSMAN:

4 Q. Ms. Quiggle, you have had a chance to
5 review what we've marked as Exhibits 10 through 21?

6 A. Yes.

7 Q. Okay. Let's just go through those very
8 quickly. Exhibit 10 is a series of -- a couple of
9 e-mails, it looks like between you and Mr. Tawid.
10 Do you recall these e-mails?

11 MR. BARNUM: Right now, Counsel, the
12 e-mails are -- the documents are not in order so we
13 are going to need to reorder them and I'm going to
14 need to make sure that I have my versions properly
15 ordered.

16 MR. GROSSMAN: Okay. We will go off the
17 record then.

18 (WHEREUPON, a short recess was taken.)

19 MR. BARNUM: Let's go back on the record.
20 I just want to put one thing on the record so I
21 don't have to keep saying it over and over and over
22 again.

23 MR. GROSSMAN: Okay.

24 MR. BARNUM: So with respect to Exhibits

1 10, 11, 12, 13, 17, 20 and 21, I am putting on the
2 record a running objection as to their
3 admissibility in this deposition based upon the
4 fact that they weren't produced. And we have
5 already -- I've already given my comments on that
6 at length. And I am placing that objection in
7 anticipation of a motion to strike them from the
8 record and any and all questions and responses
9 related to those particular exhibits. I will put
10 that on the record so I don't have to keep saying
11 it.

12 MR. GROSSMAN: No problem. I understand.

13 BY MR. GROSSMAN:

14 Q. Okay. Let's just do this real quickly.
15 Exhibit 10, Ms. Quiggle, do you recall this
16 exchange of e-mails?

17 A. Yes.

18 Q. Okay. Do you -- did you speak with Mr.
19 Tawid regarding these e-mails?

20 A. Yes.

21 Q. What do you recall of those conversations?

22 A. Other than what is answered here, no. He
23 was asking a question, that was it.

24 Q. Okay. The very top of the first page of

1 Exhibit 10 is -- this is from you to Mr. Tawid.
2 The last sentence says, "Also remember that if they
3 do take you to court the court will just put you on
4 a payment plan." Do you recall writing that?

5 A. Yes, I did.

6 Q. Okay. And why did you write that?

7 A. To try to tell Mr. Tawid that he needed to
8 get a payment plan because either way he was going
9 to pay it.

10 Q. Did Mr. Tawid and you ever discuss a
11 payment plan?

12 A. No.

13 Q. Do you recall any response from Mr. Tawid
14 to this last comment regarding a payment plan?

15 A. No, I don't.

16 Q. Exhibit No. 11, do you recall these two
17 e-mails -- I'm sorry, three e-mails? I apologize.

18 A. Yes.

19 Q. What do you recall about these e-mails?

20 A. He asked me if he could contact or should
21 contact. I said go ahead and contact. I didn't
22 care who he contacted.

23 Q. Was this a conversation you also might have
24 had by telephone with Mr. Tawid?

1 A. I don't recall it by telephone.

2 Q. Okay. Strictly by the e-mails you are
3 looking at?

4 A. (Indicated in the affirmative.)

5 Q. Exhibit No. 12. This is -- I don't know --
6 and I don't have any attachment because the bottom
7 of what is the first page of Exhibit 12 which has a
8 2.

9 MR. BARNUM: That's not a question.

10 A. I didn't get an attachment.

11 BY MR. GROSSMAN:

12 Q. I'm sorry. It says, "Please find attached
13 the sued." Mr. Tawid's words to you. Do you
14 recall if there was anything attached to this
15 e-mail?

16 A. I don't believe there was anything
17 attached.

18 Q. Okay. It doesn't reference an attachment
19 in the heading at all. And you -- in response you
20 write to Mr. Tawid, "Please contact the following
21 person for options that may be available to you.
22 Michael J. Satz, S-A-T-Z, State's Attorney, et
23 cetera."

24 Why did you provide that information to

1 Mr. Tawid?

2 A. He kept asking me who he could contact. I
3 didn't know anybody else.

4 Q. Okay. There was phone calls regarding this
5 topic?

6 A. No, I believe it was just e-mails.

7 Q. Okay. And Exhibit 13, it looks like it's a
8 follow-up to Exhibit 12. Would you agree with
9 that?

10 A. Um-hum.

11 Q. Was that a yes? Ms. Quiggle?

12 A. Pardon me?

13 Q. Was that a yes?

14 A. Yes.

15 Q. Okay. And your response to the question as
16 stated in the top of that exhibit; correct?

17 A. Correct.

18 Q. Okay. The Exhibit No, 14. The letter
19 dated September 24, 2012 from Mr. Tawid apparently
20 to Mr. Eric, addressed to Eric L. Barnum. Do you
21 know if you've seen this letter before today?

22 A. I don't believe I have.

23 Q. Okay. Did you discuss with Mr. Tawid
24 whether he would contact Mr. Barnum by telephone?

1 A. I told him that he could contact whoever he
2 wanted to.

3 Q. Okay. Did you give him any information as
4 to who to contact?

5 A. No.

6 Q. Did you give him any information as to --

7 A. Other than that State's Attorney.

8 Q. Okay. Did you speak with Mr. Tawid by
9 telephone offering any advice as to how --

10 A. No.

11 Q. -- or what to communicate?

12 A. No.

13 Q. Okay. Exhibit No. 15, an e-mail to
14 Mrs. Phears it says, from Mr. Tawid. And I will
15 just ask if you have seen this e-mail prior to
16 today?

17 A. I don't believe so.

18 Q. Okay. It mentioned a proposal to Graco.

19 Were you familiar with any proposals submitted from
20 Flexflo to --

21 A. No.

22 Q. -- to Graco? No?

23 A. No.

24 Q. Do you know if there were any?

1 A. I do not know if there was any.

2 Q. You had no discussions with Mr. Tawid
3 regarding proposals to resolve the outstanding
4 invoices?

5 A. Nope.

6 Q. Same with Exhibit 16. Have you seen these
7 e-mails before today?

8 A. No.

9 Q. Okay. Exhibit 17, the bottom part says, "I
10 just received this e-mail from them." It's dated
11 October 8th. And I don't -- do you know what --
12 when he says this e-mail--

13 A. No, I don't.

14 Q. -- do you know what that references?

15 A. No.

16 Q. Okay. And you write back to Mr. Tawid, "I
17 need to talk to you tonight. I will call you from
18 home about 4 o'clock my time, 5:00 your time.

19 Cannot talk from here today." Why did you write to
20 Mr. Tawid that you needed to talk to him?

21 A. He has -- was asking me about -- this is
22 getting into a campaign, okay? He wanted to do a
23 web page or a Facebook. I did not do it.

24 Q. Okay.

1 A. He did not do it. I did not give him the
2 information. And that's pretty much what I was
3 telling him here is I was going to tell him can't
4 do that because of governing rules of campaigning.

5 Q. Okay. Did you actually call him as you
6 said --

7 A. I don't believe I did.

8 Q. Okay. Exhibit No. 18. This is from
9 Ms. Phears to Mr. Tawid. Have you seen this before
10 today?

11 A. No, I have not.

12 Q. No. Exhibit 19. This is a forwarding to
13 you from Mr. Tawid of an e-mail he submitted to Mr.
14 Popp.

15 A. Right.

16 Q. On October 8th. He sent it to you on
17 October 9th. And his message to you is, "I just
18 realized that I forgot to send this e-mail to you
19 last night."

20 A. He normally would copy me on anything he
21 sent to Mr. Popp.

22 Q. Okay. So that e-mail was sent, looks
23 approximately 11:30 at night on Monday,
24 October 8th. He didn't send you a copy that night,

1 but then the next morning?

2 A. The next morning.

3 Q. Did you read the e-mail to Mr. Popp?

4 A. Actually, yes.

5 Q. Okay. Did you discuss the content of the
6 e-mail with Mr. Popp at all?

7 A. No, I did not.

8 Q. Okay. Did you just discuss the e-mail with
9 Mr. Tawid?

10 A. No, I did not.

11 Q. Exhibit No. 20 is unfortunately the longest
12 series of e-mails. Do you recall this series of
13 e-mails with Mr. Tawid?

14 A. Yes, I do.

15 Q. What do you recall?

16 A. Miguel wanted to know if he could -- if he
17 should call Gary or if he could call Gary. He
18 asked he wanted to know Gary's phone number.

19 Q. Okay.

20 A. That is his office number. Gary obviously
21 did not answer the call. He wanted to know if I
22 knew why Gary didn't answer the call. I said wait
23 until tomorrow. He had auditors in his office. I
24 don't know what no sorry. He called again. Okay.

1 No, okay. So that's pretty self explanatory.

2 Q. I'm sorry, which part are you referring to?

3 A. Where I said no, sorry. Wanting to know if
4 I knew if he was going to call or what.

5 Q. Did he -- did Mr. Tawid mention why he
6 thought it would be a good idea for him to call and
7 speak to Mr. Popp?

8 A. Nope.

9 Q. Did you have any discussion with Mr. Tawid
10 regarding getting Mr. Tawid to communicate with Mr.
11 Popp to help resolve the situation?

12 A. Nope.

13 Q. You did not? Composite Exhibit 21 I
14 represent is a record of phone calls made from Mr.
15 Tawid's cell phone number.

16 A. Um-hum.

17 Q. Did you know Mr. Tawid's cell phone number
18 to be 954-864-5598?

19 A. No, I did not. He had told me, but I did
20 not know it.

21 Q. Okay. Now, do you know if he called you by
22 his cell phone ever?

23 A. I have no idea.

24 Q. You don't know?

1 A. I don't know how he was calling.

2 Q. Let's just look at the numbers. On the
3 second page of Exhibit 21 the phone number is there
4 as 815-233-8641. Do you recognize that?

5 A. That is my work number.

6 Q. I'm sorry?

7 A. That is my work number.

8 Q. Is that a direct line?

9 A. Yes, it is.

10 Q. So no receptionist answers and connects
11 you?

12 A. Correct.

13 Q. You pick up; correct?

14 A. Um-hum.

15 Q. Would that be a yes, ma'am?

16 A. Yes, yes.

17 Q. The phone number on the eleventh page of
18 this composite exhibit, I'll just tell you. You
19 probably recognize it. 815-233-8613?

20 A. No, I do not.

21 Q. You do not know that number?

22 A. (Witness indicated in the negative.)

23 Q. Would you know if that's a Newell
24 Rubbermaid phone number?

1 A. I could not tell you that for sure. I
2 don't know the number.

3 Q. Okay. 815-801-2731?

4 A. That is my number.

5 Q. That's your home?

6 A. My home number.

7 Q. It's not a cell phone?

8 A. Nope.

9 Q. It's your home direct line to your house,
10 okay. Mr. Tawid has indicated that he has spoken
11 to you at length on several occasions. The time,
12 if you look at the first page of Exhibit 21,
13 indicates date -- it's a composite of the attached
14 two sets of records --

15 A. Um-hum.

16 Q. -- prepared by Mr. Tawid. And it's
17 basically repeating information below, just in a
18 spreadsheet form. So it will show a phone call to
19 the 233-8641, for example, on the very first one
20 March 2, 2012 at 8:40 p.m. for 14 minutes. Would
21 you -- do you -- would you agree that you spoke
22 with Mr. Tawid at that date and time for 14 minutes
23 as reflected on this record?

24 MR. BARNUM: And, Counsel, I'll just place

1 a running objection to the introduction,
2 specifically of the what purports to be a summary
3 page prepared by Mr. Tawid. I will first of all
4 object to it as it lacks foundation, and object to
5 its authentication. And I object to its accuracy.
6 Just based on my own review of the records I've
7 already identified an error in your client's
8 summary.

9 MR. GROSSMAN: Okay.

10 MR. BARNUM: Specifically at the bottom of
11 the purported summary page there is an entry
12 in green that reflects 7/8/13 or July 8, 2013 at
13 8:05 p.m. for 53 minutes. When I turn to the very
14 first page of the exhibit -- of the page of the
15 composite exhibit that has the "home" handwritten
16 note at the top, the sixth entry number 336, the
17 date is actually January 8, 2013.

18 MR. GROSSMAN: Okay.

19 MR. BARNUM: The time is 8:05 p.m.

20 MR. GROSSMAN: I don't disagree with you.

21 MR. BARNUM: No, I'm not done.

22 MR. GROSSMAN: Oh, I'm sorry.

23 MR. BARNUM: And the minutes are 53. So --

24 MR. GROSSMAN: I will just offer that I

1 believe that is simply a typographical error. But
2 your objection is noted.

3 MR. BARNUM: Thank you.

4 BY MR. GROSSMAN:

5 Q. Ms. Quiggle, just again referring to the
6 first page of Exhibit 21, do you know -- do you
7 have memory of speaking to Mr. Tawid on the dates
8 that are highlighted by the various colors that you
9 see? For instance, on September 23, 2012 at
10 7:59 p.m. you spoke -- this shows a 41 minute
11 duration. Do you know if you spoke with Mr. Tawid
12 on that date and time for the 41 minutes shown?
13 And again, the record will show at one of the later
14 pages. I can locate it if you like.

15 A. I can't tell you what we talked about. I
16 don't remember. I don't remember the dates. I
17 just find it interesting that there was all these
18 other calls on the same day for two and one minute.

19 Q. Okay. Do you know if you spoke for one
20 minute? For instance, I see what you are talking
21 about going to that same September 23rd date.
22 There is a two minute call and a one minute call.

23 A. Those would more than likely be my
24 answering machine.

1 Q. Okay. Perhaps the -- okay. We don't need
2 to speculate as to what those are, but do you have
3 any reason to dispute that the calls that are
4 reflected in color reflect time where you and Mr.
5 Tawid spoke for longer than one minute, with the
6 exception of -- and I don't know the reason they
7 are colored the way they are. You have a March 23,
8 2012. This is in the right column for one minute.
9 And a January 2, 2013 call for one minute. I am
10 not sure why they are colored. But do you dispute
11 that you spoke with Mr. Tawid during the calls that
12 appear to be reflected by this document for a time
13 longer than two minutes, let's say?

14 MR. BARNUM: Objection. Lacks foundation.
15 Calls for speculation. You can answer.

16 A. I would say that on some of these, yes, I
17 probably did talk to him. On other times he would
18 leave very lengthy messages on my answering
19 machine.

20 MR. GROSSMAN: I see. For the record, let
21 me put just one comment on the record to Mr.
22 Barnum. To potentially save time and court
23 processing, prior to preparing a motion, Mr.
24 Barnum, I would request that you perhaps

1 communicate with me directly as to the content of
2 what you intend to file regarding these exhibits to
3 give me the opportunity to decide whether I will
4 agree with that or not. If you understand my
5 point.

6 MR. BARNUM: I understand your point.

7 (Quiggle Exhibit No. 22 was marked for
8 identification by Mr. Grossman.)

9 MR. GROSSMAN: And Ms. Quiggle, I have
10 handed you Exhibit 22 which has been marked in
11 today's deposition. Mr. Barnum, if you would let
12 me know whether or not you have received this
13 particular document prior to today's deposition so
14 we don't have the same type of objection that we
15 just had, if you don't mind.

16 I will represent to you that it was filed
17 and it's dated April 26, 2013 and served upon you
18 by mail by my local co-counsel. I think it was
19 part of a motion for partial summary judgment, if I
20 recall.

21 MR. BARNUM: Well, I don't see a
22 certificate of service attached.

23 MR. GROSSMAN: It would be at the -- you're
24 right, it's not here.

1 MR. BARNUM: I don't see a certificate of
2 service. It's not stamped as having been
3 electronically filed on the official ECS system for
4 the Northern District of Georgia. There is a
5 certification -- well, it's signed by Mr. Tawid.
6 There is a purported notary public certification,
7 but there is no stamp. So I can't say whether I've
8 received this or not. Nor can I say whether or not
9 this was actually filed by Mr. Tawid on the date
10 purportedly filed because it's not certified by a
11 notary. So with that -- I will object to its
12 introduction and any questions to this witness
13 regarding this affidavit.

14 BY MR. GROSSMAN:

15 Q. Okay. Ms. Quiggle, the -- this purports to
16 be -- this is an affidavit signed by Mr. Tawid
17 before myself as a notary. The stamp is omitted.
18 Apparently I forgot to stamp it.

19 MR. BARNUM: Is that your signature there,
20 Counsel?

21 MR. GROSSMAN: Yes, it is.

22 MR. BARNUM: Okay.

23 MR. GROSSMAN: And I am a notary and was at
24 the date it was signed and notarized by me. Just

1 the actual physical stamping did not occur.

2 BY MR. GROSSMAN:

3 Q. If you would look at paragraph 11, and if
4 you would take a minute to read that, please?

5 (Short pause.)

6 Have you finished reading it?

7 A. Um-hum.

8 Q. Okay. If you look -- the very -- it would
9 be the second sentence "From January 2007 --" I'm
10 reading, " -- though September, 2011, Flexflo
11 purchased from the plaintiffs a total of more than
12 3,290,000.00 in products." And that's referencing
13 Graco products.

14 From your review of the records in handling
15 and processing collection of the Flexflo account,
16 do you know if whether or not the number of
17 3,290,000.00 for the period stated is approximately
18 accurate?

19 A. I'd have no way of knowing.

20 Q. You wouldn't know?

21 A. (Witness indicated in the negative.)

22 Q. And would that information be within
23 records that you have access to?

24 A. Not that I would have access to.

1 MR. GROSSMAN: Okay.

2 (Quiggle Exhibit No. 23 was marked for
3 identification by Mr. Grossman.)

4 BY MR. GROSSMAN:

5 Q. Ms. Quiggle, Exhibit 23 is one last --
6 well, yes, it's an affidavit signed by Mr. Tawid on
7 July 22, 2013. And I want to ask you to look at
8 paragraph eight and take a moment to read that
9 paragraph, if you would.

10 MR. BARNUM: I'll interpose the same
11 objection as stated with respect to Exhibit 22.

12 MR. GROSSMAN: Okay.

13 BY MR. GROSSMAN:

14 Q. Did you read paragraph eight, Ms. Quiggle?

15 A. Um-hum.

16 Q. Okay. You see where it talks about no less
17 than 50 separate occasions where he says there
18 about reducing payments. Do you have any knowledge
19 of the history discussed there as to whether Mr.
20 Tawid makes a true statement in paragraph eight?

21 A. I have no way of knowing.

22 Q. As -- you were responsible for the Flexflo
23 file? Is that one of the files that you were
24 assigned to?

1 A. No.

2 Q. You were not?

3 A. No.

4 Q. Do you know who was? Was anybody assigned
5 to that file?

6 A. I -- in what capacity?

7 Q. Collection.

8 A. I don't believe so. I don't know. It was
9 not me.

10 Q. Okay. So that Mr. Tawid asserts in
11 paragraph eight that he was told at least 50 times
12 that he had to pay down the balance before they
13 would ship products is not anything you have
14 knowledge about?

15 A. Absolutely nothing I had anything to do.

16 Q. None whatsoever?

17 A. None.

18 MR. GROSSMAN: Okay. I would like to take
19 a short break, do one last pass on my notes, and I
20 think we can conclude.

21 THE WITNESS: Okay.

22 MR. BARNUM: All right.

23 (WHEREUPON, a short recess was taken.)

24

1 BY MR. GROSSMAN:

2 Q. Ms. Quiggle, I just want to confirm a
3 statement I believe I recall you made earlier on
4 today that you did not input notes into the SAP
5 system regarding your communication with Mr. Tawid
6 other than the only exception I recall being
7 receipt of payment. Is that accurate?

8 A. I don't recall I put in -- telling you I
9 put in notes of receipt of payment.

10 Q. Okay. Then if you would clarify for my
11 understanding of --

12 A. I normally do not put notes in unless it is
13 specific dates someone is going to pay.

14 Q. Okay.

15 A. I did not have that conversation with Mr.
16 Tawid.

17 Q. Right, okay. So all the other
18 conversations you had and e-mails you had, those --
19 none of that would appear in the SAP system?

20 A. No.

21 Q. From you?

22 A. Right.

23 Q. Okay. What about anybody else that you
24 might have told about that?

1 A. I can't answer that. I don't know.

2 Q. You can't answer. Okay. Fair enough.

3 Mr. Tawid asserts that you in communicating
4 with him by telephone suggested to him that he
5 defer paying the four invoices that are still due
6 in order to prompt Newell Rubbermaid to talk to him
7 to -- regarding the situation of the termination of
8 the distribution agreement. Do you have any
9 recollection of making such suggestion to Mr.

10 Tawid?

11 MR. BARNUM: Objection. Lacks foundation.

12 It also mischaracterizes the evidence in the record
13 in this case. But with that objection, you can
14 answer.

15 A. No. Conversation I had with Mr. Tawid was
16 the fact that he was not going to pay until he got
17 a -- this is my word, resolution, not what he was
18 calling it. But some kind of an agreement.

19 BY MR. GROSSMAN:

20 Q. Okay.

21 A. I also informed Mr. Tawid that if he chose
22 to go down that road, he needed to make a separate
23 account and put the money into it so that he would
24 be able to pay those invoices.

1 Q. Okay. How did he respond to that?

2 A. Didn't really respond.

3 Q. Okay. Do you know was this communication
4 by telephone or by e-mail?

5 A. It was by telephone.

6 Q. Okay. Are there any e-mails that in any
7 way touch on that topic?

8 A. Yeah, where he says he was not going to
9 pay.

10 Q. Okay. Other than that?

11 A. I don't believe so.

12 Q. Do you recall having any conversations with
13 Mr. Tawid regarding communicating directly with
14 Graco regarding the distribution agreement and its
15 termination?

16 A. Telling Mr. Tawid that I could not help
17 him, I know nothing about it.

18 Q. Okay. And did you offer any suggestions to
19 Mr. Tawid with regard to that?

20 A. If he would ask a question should he call
21 somebody, you can call them if you want to.

22 Q. You did not give the suggestion to call --

23 A. No, sir.

24 Q. -- Graco?

1 A. Other than the State's Attorney, which I
2 told him that's the only person I know.

3 Q. Okay. But as far as referencing some of
4 the Graco employees involved with Mr. Tawid's
5 account --

6 A. Right.

7 Q. -- you never suggested that he call them?

8 A. No, I did not.

9 MR. GROSSMAN: I have no further questions.

10 MR. BARNUM: I have no questions.

11 Reserved.

12 (WHEREUPON, the deposition was
13 concluded at 12:48 p.m.)

14

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2

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1 S I G N A T U R E

2

3 I, REBECCA JANET QUIGGLE, hereby certify
4 that I have read the foregoing transcript of my
5 deposition in the case of NEWELL RUBBERMAID, INC.
6 and GRACO CHILDREN'S PRODUCTS, INC. vs. FLEXFLO
7 USA, INC., Case No. 12-CV-3262, on September 4,
8 2013, consisting of Pages 1 through 137, inclusive,
9 and have listed all corrections or changes on the
10 attached sheet, and I do again subscribe and make
11 oath that the same is a true, correct, and complete
12 transcript of my deposition as aforesaid as it now
13 appears.

14

15

16 Deponent

17

18

19

20

21

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23

24

1 C E R T I F I C A T E

2

3 I, Patricia Nunes Kotarba, Certified
4 Shorthand Reporter, Registered Professional
5 Reporter, do hereby certify that I am a court
6 reporter doing business in the city of Rockford;
7 that I reported in shorthand the testimony of
8 REBECCA JANET QUIGGLE on September 4, 2013; that
9 signature was reserved; and that the foregoing is a
10 true and correct transcript of my shorthand notes
11 so taken aforesaid.

12 I further certify that I am neither
13 counsel for nor related to or employed by any of
14 the parties to this action and that I am not a
15 relative or employee of any counsel employed by the
16 parties hereto or financially interested in this
17 action.

18 Dated at Rockford, Illinois, this 10th
19 day of September, 2013.

20

21

22

23

24

Patricia Nunes Kotarba
Certified Shorthand Reporter
Registered Professional Reporter
Illinois License No. 084-004570